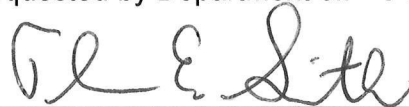


**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

-
-
- 1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into a cost
2 reimbursement agreement with the United States Department of Agriculture for reimbursement of cost
3 of police services provided through September 30, 2016. The attached contract will be entered into
4 and implemented by Chief Thomas Smith.
5

Requested by Department of: **POLICE**



By: **Thomas E. Smith, Chief of Police**

**UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF INSPECTOR GENERAL**

COST REIMBURSEMENT AGREEMENT

This Agreement is made between the United States Department of Agriculture, Office of Inspector General (OIG) and the Saint Paul Police Department (SPPD) (tax identification number 41-6005521; NCIC ORI number MN0620900).

WHEREAS, OIG and the SPPD have previously entered into a Cost Reimbursement Agreement during Fiscal Year 2015 and are conducting a joint law enforcement operation into alleged Supplemental Nutrition Assistance Program (SNAP) fraud that began in January 2014, and the operation is continuing and ongoing. The parties agree to the following:

1. To conduct and participate in a joint law enforcement operation and to:
 - a. Cooperate in a comprehensive law enforcement effort to identify and locate individuals and businesses involved in SNAP fraud and related violations of law throughout the State of Minnesota and other States in violation of State and Federal laws including, but not limited to:
 - 7 U.S.C. § 2024 (SNAP Fraud);
 - 18 U.S.C. § 371 (Conspiracy);
 - 18 U.S.C. § 1956 (Money Laundering);
 - 18 U.S.C. § 1962 (Racketeer Influenced and Corrupt Organization (RICO));
 - 18 U.S.C. § 2314 (Interstate Shipment of Stolen Goods); and
 - 18 U.S.C. § 2315 (Sale or Receipt of Stolen Goods);
 - b. Conduct appropriate law enforcement operations and engage in methods of investigation to effectuate prosecutions before the courts of the United States, the State of Minnesota, and/or other States.
 - c. Gather intelligence relating to SNAP fraud, dealing in proceeds of unlawful activity, and related violations of law.
2. To accomplish the objectives of the joint law enforcement operation outlined above, the SPPD agrees to assign experienced officers to the joint activities, as requested by the OIG, Midwest Region, Special Agent-in-Charge (SAC).
3. To accomplish the objectives of the joint law enforcement operation outlined above, OIG agrees to assign at least one Special Agent to the operation and coordinate resources as needed to assist in meeting the goals of the joint task force effort. To that end, OIG will reimburse SPPD for overtime paid to SPPD law enforcement officers that was incurred in support of the operation. With respect to approved funding for this joint law enforcement operation, OIG will obligate in its financial management system an amount equal to the total

authorized funding under this Agreement for the joint operation, as specified below in paragraphs four through ten.


4. Subject to the availability of funds from the Department of Justice Assets Forfeiture Fund, OIG will administer the funds to SPPD for reimbursement of paid overtime relating to SPPD law enforcement officers incurred while engaged in the joint law enforcement operation under this Agreement.
5. After SPPD has paid overtime to its law enforcement officers that was incurred while engaged in the operation covered by this Agreement, SPPD will submit a reimbursement request to the regional OIG office on a monthly basis by the 15th of the following month. The reimbursement request must include the following information: FMMI Code 165410R2000706RADOJAJR706AG; and Purchase Order No. 4300227676.
6. Upon receipt, the regional SAC will review the reimbursement request to ensure that the request contains only costs that may be lawfully reimbursed based upon the standards and criteria enunciated in 28 U.S.C. § 524(c)(1)(I). The maximum total amount for authorized reimbursement pursuant to this Agreement is four thousand dollars (\$4,000).
7. During the period of the joint law enforcement operation outlined above, the SPPD will remain responsible for the payment of costs incurred by SPPD personnel.
8. All overtime reimbursements from all federally-provided sources for each individual State or local officer participating in the joint law enforcement operation with the Federal Government shall not exceed 25 percent yearly base pay of a GS-12, Step 1, taken from the general pay scale at the beginning of each Federal Government fiscal year, without any locality pay or other adjustments during the fiscal year. For purposes of this Agreement, "overtime" shall not include any costs for benefits, such as retirement, FICA, or other expenses.
9. In no event will the SPPD charge any indirect costs to OIG for the administration or implementation of this Agreement.
10. More than one law enforcement agency may be involved in the joint law enforcement operation as outlined above. OIG will reimburse funds for expenses incurred in the conduct of the joint law enforcement operation as outlined above only to the entity identified in this Agreement. If more than one State or local law enforcement agency is participating in the joint law enforcement operation, separate reimbursable agreements must be entered into with each law enforcement agency in order to reimburse costs as approved by the Department of Justice Assets Forfeiture Fund.
11. The SPPD shall maintain, on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement, in accordance with generally accepted accounting principles and instructions provided by OIG to facilitate onsite auditing and inspection of such records and accounts.
12. The SPPD shall permit and have readily available for examination and auditing by OIG, the United States Department of Justice, the Comptroller General of the United States, and any

of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. The SPPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever is later.

13. The SPPD shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and all requirements imposed by applicable regulations.
14. All final costs must be incurred by September 30, 2016. All requests for payment and supporting documentation must be submitted to the regional SAC no later than October 15, 2016.
15. Billings for all outstanding expenditures must be received by OIG within thirty (30) days of the termination date for the joint law enforcement operation, but no later than October 15, 2016. OIG will only be responsible for the reimbursement of funds for authorized overtime paid relating to SPPD law enforcement officers, as specified by and during the term of this Agreement.
16. This Agreement becomes effective upon the date that the last party signs the Agreement. This Agreement may be terminated by either party with thirty (30) days advance written notice. Any amendments to this Agreement must be in writing and signed by both parties.
17. In the event that OIG's Financial Management Division needs to contact the SPPD for additional financial information in order to process authorized reimbursements pursuant to this Agreement, the SPPD designates the following official as the point of contact:

~~Amy Brown~~ ---
~~Research & Grants Manager~~
~~Saint Paul Police Department~~
~~367 Grove Street~~ ---
~~Saint Paul, Minnesota 55101~~
~~651-266-5507~~
~~651-226-5542 (fax)~~ ---
~~Amy.Brown@ci.stpaul.mn.us~~

Wendy Trebesch
Accountant
Saint Paul Police Department
367 Grove Street
Saint Paul Minnesota 55101
(651) 266-5568
(651) 266-5906
wendy.trebesch@ci.stpaul.mn.us


ANN COFFEY Date 11/30/15
Assistant Inspector General
for Investigations
OIG

THOMAS SMITH Date
Chief of Police
Saint Paul Police Department

City Attorney Date
Saint Paul, Minnesota

Director of the Office
of Financial Service Date
Saint Paul, Minnesota