

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached
 2 agreement with the United States Department of Justice to participate in the Organized Crime Drug
 3 Enforcement (OCDETF) Task Force from February 20, 2011 through September 30, 2011. A copy of the
 4 said agreement is to be kept on file and on record in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: _____

By: *Th. C. Subb*

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE
PROGRAM**

Federal Tax Identification #: 41-60005521

DC#: K-32-

Amount Requested: <u>\$ 5000</u>
Number of Officers Listed: <u>7</u>
From: <u>02-20-2011</u> <small>Beginning Date of Agreement</small>
To: <u>9/30/2011</u> <small>Ending Date of Agreement</small>

OCDETF Investigation / Strategic Initiative Number: <u>GL-MN-0231</u>
Federal Agency Investigation Number: <u>IJ-09-0076</u>
State or Local Agency Name and Address: <u>St. Paul Police Department</u> <u>367 Grove</u> <u>St. Paul, MN 55101</u>

State or Local Agency Narcotics Supervisor: <u>CDR Tim Flynn</u>
Telephone Number: <u>651-266-5888</u>
E-mail Address: <u>Tim.Flynn@ci.stpaul.mn.us</u>
Fax Number: <u>651-266-9494</u>

Sponsoring Federal Agency Group/Squad Supervisor: <u>DEA/Frank Del Re</u>
Telephone Number: <u>612-344-4137</u>
E-mail Address: <u>frank.del.re2@ci.stpaul.mn.us</u>

Sponsoring Federal Agency(ies): DEA

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Angela Anderson

Telephone Number: 651-266-5540

E-mail Address: angela.anderson@ci.stpaul.mn.us

Fax Number: 651-266-5908

This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, October, 2010.
1. No individual agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF budget officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local law enforcement agency must provide billing estimates or activity on a monthly basis.
6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this agreement.
11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, in any event, may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.
17. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.
19. The State or Local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the addendum of each new agreement.
22. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal agency and the State or Local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: Phil Smith Chief of Police 2-22-11
Authorized State or Local Official Title Date

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Coordinator Date

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. Subject to availability of funds.

Funds Certified: _____
OCDETF Executive Office Date

Approving Official: _____
OCDETF Executive Office Date

City Attorney Date

Director, Financial Services Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Agency: St. Paul Police Department

OCDETF Investigation / Strategic Initiative Number: GL-MN 0231

The law enforcement officers listed below will assist with the above identified OCDETF investigation or Strategic Initiative. Any modification of the list of law enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Craig Gromek	Sgt	[REDACTED]
2.	Mark Nelson	Officer	[REDACTED]
3.	Tony Holter	Officer	[REDACTED]
4.	Trygve Sand	Officer	[REDACTED]
5.	Troy Greene	Sgt.	[REDACTED]
6.	Robert Kosloske	Officer	[REDACTED]
7.	Joel Johnston	Officer	[REDACTED]
8.			
9.			
10.			

FY 2011 Addendum A - Great Lakes Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.
2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation" Rule **

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude "full-time participation" by a participating local agency. These circumstances include the following:

1. Unforeseen Emergency Circumstances **

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance and the investigation would suffer without those additional resources. In those circumstances, overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is performed at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen hours of overtime be reimbursed in a month for any officer under this provision without the prior approval of the supervising/sponsoring federal agency in the district where the investigation is being conducted and the OCDETF Coordinator for the sponsoring federal agency.

2. Other Exceptions **

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption.

****A memorandum of justification for any waiver of the "Full-Time Participation" Rule must be attached to each affected claim for reimbursement and must be approved in advance of the performance of any overtime activity.**

Acknowledged: Tom Smith Chief of Police 2-22-11
Authorized State or Local Official Title Date