

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, 2015. The agreement will be entered into and a
- 4 copy kept on file in the Office of Financial Services.
- 5

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**

_____ *Thomas E. Smith*

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

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: _____

**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 (tax identification no. xxxxxxx38-60000134).

WHEREAS, OIG and the Saint Paul Police Department are conducting an investigation into Supplemental Nutrition Assistance Program (SNAP) fraud that began in 2014 and the investigation is continuing and ongoing. The parties agree to the following:

1. To conduct and participate in joint law enforcement operations 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);
 - 42 U.S.C. §§ 1760(g) and 1786(p) (Unlawful Possession/Use of WIC Vouchers);
 - 18 U.S.C. § 1343 (Wire Fraud);
 - 18 U.S.C. § 2314 (Interstate Shipment of Stolen Goods);
 - 18 U.S.C. § 2315 (Sale or Receipt of Stolen Goods);
 - 18 U.S.C. § 1956 (Money Laundering);
 - MN Criminal Code. § 393.07 (Illegal use of Food Stamps); MN
 - MN Criminal Code § 609.52 (Receiving Stolen Property); and
 - MN Criminal Code § 297F.20.6 (Tobacco Products Tax Act).
 - b. Conduct appropriate law enforcement operations and engage in traditional 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 operations outlined above, the Saint Paul Police Department 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 operations outlined above, OIG agrees to participate with the Saint Paul Police Department to coordinate resources as needed to assist in meeting the goals of the joint task force effort. Permissible expenses reimbursable under this Agreement may include overtime relating to Saint Paul Police officers, investigative equipment, travel, training, intelligence gathering expenditures, and other joint operation support costs, relating to State or local law enforcement officers. 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 nine.

4. Subject to the availability of funds from the Department of Justice Assets Forfeiture Fund, OIG will administer the funds to the Saint Paul Police Department for reimbursement of overtime relating to Saint Paul Police officers, investigative equipment, travel, training, intelligence gathering expenditures, and other joint operation support costs incurred while engaged in the joint law enforcement operations under this Agreement.
5. The Saint Paul Police will submit a reimbursement request to the regional OIG office on a monthly basis by the 15th of the following month, covering incurred costs to OIG for disbursement of funds for overtime relating to Saint Paul Police, investigative equipment, travel, training, intelligence gathering expenditures, and other joint operation support costs. The reimbursement request must include the following information: FMMI Code 115410R2400706RADOJAJR706AG; and Purchase Order No. 4500011404.
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). After the SAC has reviewed the reimbursement request and concluded that the costs submitted are in accordance with 28 U.S.C. § 524(c)(1)(I), the SAC, by the 20th of the month, will send the request to the SAC, Investigations Business Operations Division (IBOD). IBOD will perform an initial review of the reimbursement request and then forward the request to OIG's Financial Management Division (FMD), Asset Forfeiture (AF) Desk. FMD-AF will complete a final review of the reimbursement request and process the request for payment as appropriate. The maximum total amount for authorized reimbursement pursuant to this Agreement is five thousand dollars (\$5,000).
7. During the period of the joint law enforcement operations outlined above, the Saint Paul Police will remain responsible for the payment of costs incurred by Saint Paul Police personnel.
8. 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.
9. In no event will the Saint Paul Police charge any indirect costs to OIG for the administration or implementation of this Agreement.
10. The Saint Paul Police 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.

11. The Saint Paul Police 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 Saint Paul Police 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.
12. The Saint Paul Police 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.
13. All overtime payments 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.
14. All final costs must be incurred by September 30, 2015. All requests for payment and supporting documentation must be submitted to the regional SAC no later than October 15, 2015.
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, 2015. OIG will only be responsible for the disbursement of funds for authorized overtime relating to Saint Paul Police officers, investigative equipment, travel, training, intelligence gathering expenditures, and other joint operation support costs, as specified by and during the term of this Agreement.
16. The regional SAC will ensure that all final billing is received by the IBOD SAC no later than October 20, 2015.
17. 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.

18. In the event that FMD needs to contact the Saint Paul Police for additional financial information in order to process authorized reimbursements pursuant to this Agreement, the Saint Paul Police 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
651.266.5542 (Fax)
Amy.Brown@ci.stpaul.mn.us

For the City of Saint Paul:

KAREN L. ELLIS
Assistant Inspector General for
Investigations
OIG

Date _____

Thomas E. Smith, Chief of Police Date _____

City Attorney Date _____

Director of the Office of Financial Service Date _____