

AGENDA ITEM 39D

Date Submitted:	March 16, 2010	Submitted By:	Lou Ann Mullings
		Department:	Sheriff's Office
Court Agenda Date:	March 23, 2010	Phone Number:	281-341-4703

RENEWAL AGREEMENT/APPOINTMENT	YES	NO	X
REVIEWED BY COUNTY ATTORNEY'S OFFICE:	YES	NO	X

COUNTY JUDGE
RECEIVED
MAR 16 2010

Original Form Submitted with back up to County Judge's Office X (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
<input type="checkbox"/>	Other:		X	County Atty	(281-341-4557)

3-25-10 copy received

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE
PROGRAMS

Federal Tax Identification #: DC#:

<p>Amount Requested:</p> <p style="text-align: center;"><u>\$133,523.92</u></p> <hr/> <p>From: <u>10-01-2009</u> Beginning Date of Agreement</p> <p>To: <u>09-30-2010</u> Ending Date of Agreement</p> <hr/> <p>Strike Force/Strategic Initiative Name and Address: D-42 OCDETF 1433 West Loop South, Suite 600 Houston, Texas 77026</p> <hr/> <p>Sponsoring Federal Agency (Strike Force only): Lead Investigator: <u>Ferdinand Large, GS</u></p> <p>Telephone Number: <u>281-831-5941</u> <u>Ferdinand.x.large@usdoj.gov</u></p> <p>Email Address: <u>ov</u></p>	<p>OCDETF Investigation / Strategic Initiative #: SW-TXS-0744</p> <hr/> <p>Federal Agency Investigation #: M3-09-0140</p> <hr/> <p>State or Local Agency Name and Address:</p> <p style="text-align: center;">Fort Bend County Sheriff's Office 1410 Ransom Road Richmond, Texas 77469</p> <hr/> <p>State or Local Agency Narcotics Supervisor: <u>Rodney Glendenning, Captain</u></p> <p>Telephone Number: <u>281-340-4754</u> <u>glendrod@co.fort-bend.tx.us</u></p> <p>E-mail Address: <u>bend.tx.us</u></p> <p>Fax Number: <u> </u></p>
<p>Brief explanation of services/goods provided and basis for determining costs: These items are for two Agents to conduct their jobs. All items have been reviewed by the supervisors of the OCDETF Strike Force and they are in agreement for the need of these items. The cost pricing was from retail business and has not been put out for bids.</p>	

Please provide the name, telephone number, and e-mail address 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: Jennifer Townsend, Accountant

Telephone Number: 281-341-3766

E-mail Address: jennifer.townsend@co.fort-bend.tx.us

Fax Number: 281-341-3774

Agreement - (Oct 09)

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2009.
2. 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.
3. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.
4. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing organization.
5. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
6. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike

Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

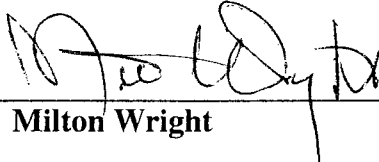
7. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. To ensure proper and complete utilization of OCDETF cost allocations, reimbursement claims must be 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 Strike Force Leader (Strike Force) or AUSA Coordinator (Strategic Initiative) within thirty (30) days of the close of the month in which the costs were incurred.
8. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). Official procurement documents may include purchase orders, service agreements, invoices, receiving documents, etc. If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
9. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.
10. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement. State and local agencies are to provide billing estimates or activity updates upon request including the value of services provided and billed, the value of services provided but not billed and value of services not provided through the end of that quarter.
11. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.
12. 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.

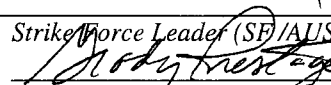
13. Electronic Funds Transfer Process

- a) 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). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment. In accordance with the act, all OCDETF reimbursement payments will be issued via EFT.
- b) All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.
- c) 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 A of each new agreement.
- d) ACH banking information must be updated and submitted to your Regional Coordination Group when any banking information changes. Reasons for change include but are not limited to change in bank name, routing number, and account number. (list any others that you can think of)
- e) If payment via EFT is unsuccessful after two attempts due to incorrect ACH banking information, the Executive Office will submit payment for Reimbursement Requests with a Treasury Check.
- f) The Internet Payment Platform (IPP) is the secure web-based payment information system provided by the U.S. Department of Treasury's Financial Management System. The IPP system can be used by the State or Local agencies to exchange invoices and banking information in order to process and track payment reimbursement with the OCDETF Executive Office. Please refer to <https://www.ipp.gov/> for registration, an instructional video, and a downloadable brochure on the IPP system.

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, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator 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. 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:  Sheriff 3-16-2010
Milton Wright Title Date

Approved By: Strike Force Leader (SF) / AUSA Coordinator (SI) Title Date

Approved By:  March 23, 2010
Grady Prestage, Commissioner Precinct 2 Date
Presiding Officer, Commissioners Court, March 23, 2010

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified: OCDETF Executive Office Date

Approving Official: OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: **Houston Field Division D-42**

OCDETF Investigation/Strategic Initiative Number: **SW-TXS-0744**

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	Panasonic Video Cameras (5)	\$1,844.10
2.	Dell Laptop Computers (11)	\$20,087.54
3.	Stand alone Dell PC Computer (4)	\$4,374.76
4.	46" Flat Panel Dell Monitors (2)	\$1,615.40
5.	Fi-6130 Sheet Fed Scanner (A1663132) (3)	\$3,405.75
6.	Video Teleconference System (3)	\$67,954.36
7.	Nikon D-5000 Cameras (5)	\$4,574.50
8.	I2 Software (1)	\$7,722.00
9.	Miscellaneous Software (1)	\$499.99
10.	PC Crime Solution Software	\$5,000.00
11.	HP Designjet T1200 44-in Printer (CK834A) (1)	\$5,790.00
12.	Sprint Mobile Broadband Data Link Plan 3G/4G (2)	\$2,879.52
13.	Verison Wireless Computer Air-cards (6)	\$7,776.00

TOTAL: \$133,523.92

Addendum A

Exception to EFT Policy Justification:

Other Exceptions or Justifications:

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT COST ESTIMATE MODIFICATION FORM

Name of Strike Force/Strategic Initiative: _____

OCDETF Investigation/Strategic Investigation Number: _____

Strike Force Leader/AUSA Coordinator Approval: _____

OCDETF Executive Office Budget Official Approval: _____

The following operational costs or expenses will be added or subtracted from the original Strike Force/Strategic Initiative agreement.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ADD/(SUBTRACT)</u>
1.	_____		
2.	_____		
3.	_____		
4.	_____		
5.	_____		
6.	_____		
7.	_____		
8.	_____		
9.	_____		
10.	_____		

Cost Modification Form (Oct 09)

SAMPLE

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FUNDING MODIFICATIONS TO AGREEMENT**

DATE:

TO: Funds Certified: _____ *OCDEF Executive Office* *Date*
Approving Official: _____ *OCDEF Executive Office* *Date*

FROM: [Name], Strike Force Leader *or*
[Name], Designee *or*
[Name], AUSA Coordinator

Approved By

The _____ Strike Force/Strategic Initiative is revising the following FY _____ OCDEF agreement(s):

DC #	Case #	Strike Force/Strategic Initiative	Current Obligation/Funding	YTD Total Reimbursements	Deobligate (-) Obligate (+)	Revised Obligation/Funding
TOTALS						

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
REIMBURSEMENT REQUEST FOR
STRIKE FORCE INVESTIGATIONS/STRATEGIC INITIATIVES

Bar Code

DATE OF REQUEST: _____

FEDERAL TAX IDENTIFICATION #:

YREGDOC:

- 05 .

SEND PAYMENT TO:

(State or Local Agency, Address, Zip Code)

BILLING CONTACT PERSON: _____

Telephone/E-mail: _____

OCDETF INVESTIGATION / STRATEGIC INITIATIVE NUMBER: - -

FEDERAL AGENCY INVESTIGATION NUMBER: _____

DATES FOR WHICH REIMBURSEMENT	AMOUNT REQUESTED:	RENT	\$ _____
IS REQUESTED:		EQUIPMENT	\$ _____
		OTHER	\$ _____
FROM _____ TO _____		TOTAL	\$ _____

In accordance with the executed Strike Force/Strategic Initiative Agreement, reimbursement is hereby requested for costs resulting from the above-named Strike Force investigation/Strategic Initiative. I hereby certify that the funds requested are for costs identified in the Agreement for work on the cited OCDETF investigation or initiative, and that the appropriate third party vendors have been paid.

Note: DIRECT PAYMENTS TO THIRD PARTY VENDORS ARE NOT ALLOWED.

Certified:

Authorized State or Local Official Title Date

Approved:

Strike Force Leader (SF)/AUSA Coordinator (SI) Title Date

Approved for Payment:

OCDETF Executive Office Date

Organized Crime Drug Enforcement Task Forces Strike Force/Strategic Initiative List of Expenditures

A detailed listing of the authorized reimbursable costs resulting from participation in an OCDETF investigation or initiative must be provided and attached to each reimbursement request.

Lease or Command Post Expenses:

Explanation:

Investigation Related Equipment:

Explanation:

Other Approved and Authorized Expenses:

Explanation:

Total:

State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces)/AUSA Coordinator (Strategic Initiatives). Official procurement documents may include purchase orders, service agreements, invoices, receiving documents, etc.

State and local agencies shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the Agreement to facilitate on-site inspection and auditing when requested.

Reimbursement Request - (Oct 09)

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on agreement cover sheet)

Name:	
Address:	
Taxpayer ID Number:	
Contact Person Name:	Telephone Number:

FINANCIAL INSTITUTION INFORMATION

Bank Name:
Nine-Digit ABA Routing Transit Number:
Depositor Account Number:
Type of Account: (checking/savings)

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by EFT. A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>