

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>\$22,416.62</u></p>	<p>OCDETF Investigation / Strategic Initiative #: SW-TXS-0744</p>
<p>From: <u>05-24-2010</u> <small>Beginning Date of Agreement</small></p> <p>To: <u>09-30-2010</u> <small>Ending Date of Agreement</small></p>	<p>Federal Agency Investigation #: M3-09-0140</p>
<p>Strike Force/Strategic Initiative Name and Address: D-42 OCDETF 1433 West Loop South, Suite 600 Houston, Texas 77026</p>	<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>
<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>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>glendrod@co.fort-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**

6-2-10 copy received

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).

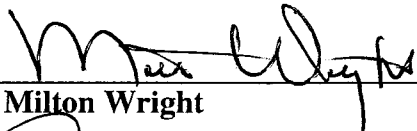
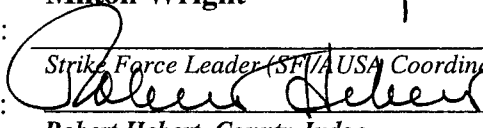
7. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. To ensure proper and complete utilization of OCDETF cost allocations, reimbursement claims must be 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	5-25-10
	Milton Wright	<i>Title</i>	<i>Date</i>
Approved By:			
	<i>Strike Force Leader (SF/AUSA) Coordinator (SI)</i>	<i>Title</i>	<i>Date</i>
Approved By:	Robert Hebert, County Judge	<i>Title</i>	6-1-2010
		<i>Title</i>	<i>Date</i>

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

Funds Certified:	_____	_____
	<i>OCDETF Executive Office</i>	<i>Date</i>
Approving Official:	_____	_____
	<i>OCDETF Executive Office</i>	<i>Date</i>

Agreement - (Oct 09)

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.	Paragon Standard Dual Computer Work Station (4)	\$2,500.00
2.	HP Dual Monitor Stands (8)	\$1,128.00
3.	Herman Miller Celle Basic Office Chairs (12)	\$5,388.00
4.	Dell Professional Monitors P190SB3 (18)	\$4,208.22
5.	5.11 Tactical Pants (13)	\$357.37
6.	Adidas GSG9 Tactical Boots (11)	\$1,429.45
7.	26027 Danner Marine Hot Tactical Boots (11)	\$1,623.27
8.	Streamlight- SL-20-Led AC-DC Sleeves (14)	\$1,037.25
9.	5029-O-BLK Monster On Wheels Duffle, (13)	\$944.13
10.	X300 Pistol Lights (5)	\$1,016.00
11.	X400 Pistol Light (1)	\$368.00
12.	Protech tital Vest With Molle Black (1)	\$1,395.00
13.	Pacarth Level Body Armor R20-D With ID Impact	\$649.00
14.	0601B Gear Bag (1)	\$132.00

15. <u>Bianchi Duty Belt (1)</u>	<u>\$49.99</u>
16. <u>Uncle Mike's Inner Belt (1)</u>	<u>\$18.99</u>
17. <u>Bianchi Mag Case (1)</u>	<u>\$39.99</u>
18. <u>Safariland Tactical Holster (1)</u>	<u>\$124.97</u>
19. <u>Belt Keepers (4)</u>	<u>\$6.99</u>

TOTAL: \$22,416.62

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Addendum A

Exception to EFT Policy Justification:

Other Exceptions or Justifications: