

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN HOMELAND SECURITY INVESTIGATIONS AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND AND TO AUTHORIZE THE CITY MANAGER AND POLICE CHIEF TO EXECUTE THE SAME

WHEREAS, from time to time the Sandy Springs Police Department (“SSPD”) is requested to assist in joint operations/task forces with Homeland Security Investigations or a component agency (together, “HSI”); and

WHEREAS, in participating in such joint operations/task forces with HSI, SSPD may provide resources and incur certain costs and expenses, such as overtime payments to officers assigned to these operations and other law enforcement out-of-pocket expenses; and

WHEREAS, SSPD desires to be reimbursed for such overtime and out-of-pocket costs and expenses, to the extent permitted by law; and

WHEREAS, SSPD and HSI desire to enter into the attached Memorandum of Understanding (“MOU”), which establishes the responsibilities of the parties and the procedures for reimbursement of overtime and out-of-pocket expenses incurred by SSPD during joint operations/task forces; and

WHEREAS, the City has determined that entering into the attached MOU is in the best interest of SSPD, the City and citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on February 19, 2019 at 6:00 p.m., that:

1. The attached MOU is hereby approved; and
2. The City Manager and Police Chief are hereby authorized to execute the attached MOU; and
3. The City Manager, Police Chief and City Attorney are hereby authorized to make such minor revisions to the attached MOU and to take such other actions as may be deemed necessary to effectuate the intent of this Resolution prior to execution.

RESOLVED this the 19th day of February, 2019.

Approved:



Russell K. Paul, Mayor

Attest:


Coty Thigpen, City Clerk

(Seal)



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
HOMELAND SECURITY INVESTIGATIONS (HSI) AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Memorandum of Understanding (“Agreement”) is entered into by the City of Sandy Springs for and on behalf of the Sandy Springs Police Department (NCIC CODE #GA0605600) and Homeland Security Investigations (HSI) SAC Atlanta for the purpose of the reimbursement of costs incurred by the Sandy Springs Police Department in providing resources to joint operations/task forces with HSI or a component agency (together, HSI).

Payments may be made to the extent they are included in the HSI Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This Agreement is valid for all joint investigations led by HSI SAC Atlanta or a component agency, with the participation of the Sandy Springs Police Department, and until terminated, in writing, by either party.

CA2019-039

V. **TERMS, CONDITIONS, AND PROCEDURES**

A. Assignment of Officer(s)

To the maximum extent possible, the Sandy Springs Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Sandy Springs Police Department shall provide the HSI SAC Atlanta with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Sandy Springs Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI SAC Atlanta, performed by its officer(s) assigned to this joint operation. In addition, the Sandy Springs Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the HSI SAC Atlanta.

The Sandy Springs Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Sandy Springs Police Department must ensure that CBP, National Finance Center has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Dr.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Sandy Springs Police Department must submit to HSI SAC Atlanta the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Sandy Springs Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Sandy Springs Police Department will submit all requests for the reimbursement of joint operations' expenses to HSI SAC Atlanta, at the following address: 1100 Centre Parkway, East Point GA 30344 Attn. Cindy Hamilton Ph. (404) 3462277 or email: cindy.s.hamilton@ice.dhs.gov

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Sandy Springs Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the HSI SAC Atlanta and the City of Sandy Springs for and on behalf of the Sandy Springs Police Department, and is not intended to confer any right or benefit to any private person or party.

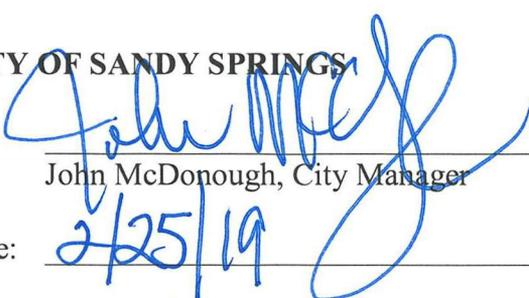
Signatures:



Nick S. Annan
Special Agent in Charge
Homeland Security Investigations
Date: _____

3/4/19

CITY OF SANDY SPRINGS


By: _____
John McDonough, City Manager

Date: 2/25/19


By: _____
Ken DeSimone, Chief of Police

Date: 2/27/19