

**FEDERAL BUREAU OF INVESTIGATION
LOUISVILLE FIELD OFFICE JOINT TERRORISM TASK FORCE
Cost Reimbursement Agreement**

LS JTTF File No.: 333-LS-73265-MOU

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized LOUISVILLE FIELD OFFICE JOINT TERRORISM TASK FORCE

(JTTF) as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Lexington- Fayette Urban County Government on behalf of the Division of Police - Lexington Police Department (LPD), located at 150 E. Main Street Lexington, Kentucky 40507 Taxpayer Identification Number: _____, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI JTTF Memorandum of Understanding (MOU) signed by the Chief of Police of LPD on _____, and by the Mayor on _____, and must be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse LPD for overtime payments made to officers assigned to and working full time on JTTF related matters.

3. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI Louisville Field Office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor at LPD to the FBI JTTF Squad Supervisor and FBI Louisville Special Agent in Charge for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to LPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, LPD must establish an account online in the System for Award Management (SAM) at www.sam.gov. Each request for reimbursement will include an invoice number, invoice date, and a taxpayer identification number (TIN). Verification of LPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Louisville Division Financial Manager.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify LPD of the applicable annual limits prior to October 1st of each year.

6. The number of LPD deputies assigned full-time to the JTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the JTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, LPD must prepare an official document setting forth the identity of each officer assigned full-time to the JTTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the Louisville Field Office for FBI review and approval.

8. Each request for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification and signed by an appropriate Supervisor at LPD that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the JTTF.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2017, must be received by the FBI by December 31, 2017. The FBI is not obligated to reimburse any requests received after that time.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of LPD's participation on the JTTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Lawrence Weathers Chief of Police
Lexington Police Department

Date

Linda Gorton
Lexington Mayor

Date

Jodi Cohen
Special Agent in Charge
FBI Louisville

Date

Financial Manager – FBI

Date