

**AGREEMENT BETWEEN FEDERAL LAW ENFORCEMENT AGENCY
PARTICIPATING IN THE TREASURY FORFEITURE FUND AND STATE OR
LOCAL LAW ENFORCEMENT AGENCY
FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS**

This agreement is entered into by the Lexington Fayette Urban County Government (hereinafter referred to as "State/Local LEA") and Homeland Security Investigations, HSI Nashville, a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as "TFF Agency") for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations.

Reimbursements may be made to the extent they are included in the TFF Agency's Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates when explicitly terminated by either the TFF Agency or the State/Local LEA.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: [N/A].

The projected dates of operation are: [N/A] to [N/A].

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:
 - a. Name;
 - b. Title, grade, or rank;
 - c. Badge or ID number; and
 - d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:
 - a. Name;
 - b. Title;
 - c. Telephone number; and
 - d. Email address.
3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"), along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If

on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.

5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.

6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency, Attention: RAC Angela Arrowood, 775 Ridge Lake Boulevard, Suite 300, Memphis, TN 38120-9459, (901) 312-1398, Angela.R.Arrowood@ice.dhs.gov

7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.

8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at \$15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of 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 or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.

Lawrence Weathers, Chief of Police
Lexington Police Department

John J. Condon
Special Agent in Charge
Homeland Security Investigations
Nashville, TN

Date: _____

Date: _____

Linda Gorton, Mayor

Date: _____