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Filed: 07-24-18

Sponsored by: Fulnecky

First Reading: _____

Second Reading: _____

COUNCIL BILL 2018- 201

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, Acting City Manager, or his designee, to enter into
2 a Memorandum of Agreement with the Bureau of Alcohol, Tobacco,
3 Firearms and Explosives to allow the Bureau to reimburse the
4 Springfield Fire Department for the cost of employee overtime
5 stemming from Springfield Fire Department employees' participation
6 in a Bureau task force.
7 _____
8

9 WHEREAS, the local office of the Bureau of Alcohol, Tobacco, Firearms and
10 Explosives ("ATF") and the Springfield Fire Department ("SFD") have had an
11 exceptional working relationship since the late 1970s; and
12

13 WHEREAS, the ATF and SFD would mutually benefit from working together in an
14 ATF Task Force to share resources to combat arson and explosives-related crimes; and
15

16 WHEREAS, City Council authorized SFD participation in a Bureau task force by
17 enacting Special Ordinance 26849 on February 21, 2017; and
18

19 WHEREAS, the ATF has extended an invitation to SFD to allow members of the
20 Fire Marshal's Office to serve as Task Force Officers for the ATF, as established by an
21 already existing Memorandum of Understanding; and
22

23 WHEREAS, the ATF is willing to reimburse overtime expenses for SFD
24 employees working outside of normal business hours while serving the ATF Task Force;
25 and
26

27 WHEREAS, a Memorandum of Agreement is necessary to establish the
28 guidelines for overtime reimbursement,
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
31 SPRINGFIELD, MISSOURI, as follows, that:
32

33 Section 1 – The City Manager, Acting City Manager, or his designee, is hereby

34 authorized to enter into a Memorandum of Agreement (“MOA”) with ATF to allow ATF to
35 reimburse the SFD for the cost of employee overtime stemming from SFD employees’
36 participation in the ATF Task Force, said MOA to be in substantially the same form as
37 the document attached hereto and incorporated herein by this reference as “Exhibit A.”
38

39 Section 2 – This Ordinance shall be in full force and effect from and after
40 passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Ordinance: _____

50
51 _____
52 Approved as to form: _____, Assistant City Attorney

53
54 _____
55 Approved for Council action: _____, City Manager or
56 Acting City Manager

EXPLANATION TO COUNCIL BILL 2018- 201

FILED: 07-24-18

ORIGINATING DEPARTMENT: Springfield Fire Department

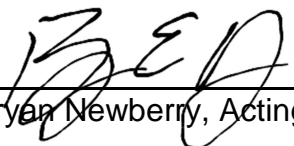
PURPOSE: Authorizing the City Manager, Acting City Manager, or his designee, to enter into a Memorandum of Agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives to allow the Bureau to reimburse the Springfield Fire Department for the cost of employee overtime stemming from Springfield Fire Department employees' participation in a Bureau task force.

BACKGROUND: The Springfield Fire Department ("SFD") has had an exceptional working relationship with the local office of the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF"), especially as it relates to fire and explosion investigations. ATF often responds and offers assistance at locations where the SFD Fire Marshals are conducting a fire investigation and at locations where the Fire Marshals/Bomb Squad have responded to a potential explosive device. This assistance is especially beneficial when the jurisdictional lines blur, or explosives are located near sensitive sites where the ATF has jurisdictional authority. ATF's Task Force is designed to share resources to help better combat arson and explosives-related crimes. ATF has extended an invitation to the SFD to allow members of the Fire Marshal's office to serve as Task Force Officers in ATF's Task Force. An MOU previously established this relationship with ATF. If the SFD participates in the task force, ATF is willing to reimburse overtime costs for SFD employees working after normal business hours while serving on the task force. The Memorandum of Agreement ("MOA"), attached as ("Exhibit A") establishes the guidelines for reimbursement.

REMARKS: SFD believes this relationship is essential to reduce arson and explosives related crimes within Springfield and the surrounding area, particularly when those crimes are complex, and prevention and investigation require resources that the SFD does not readily possess.

A version of this MOA was previously reviewed and approved by City Council in Special Ordinance 26849 on February 21, 2017. Due to a clerical issue, the original document did not receive the appropriate signatures in a timely manner. This Ordinance corrects that issue and reauthorizes the MOA, which will now be valid until September 30, 2023.

Submitted by:



Bryan Newberry, Acting Fire Chief

Approved by:



Collin Quigley, Acting City Manager

Exhibit A



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington, DC 20226
www.atf.gov

MEMORANDUM OF AGREEMENT

Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
Springfield, Missouri Fire Department
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Springfield, Missouri Fire Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Springfield, Missouri Fire Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2023, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

- I. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2019, 2020, 2021, 2022 and 2023 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Springfield, Missouri Fire Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. The Springfield, Missouri Fire Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Springfield, Missouri Fire Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Springfield, Missouri Fire Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Springfield, Missouri Fire Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

- C. The Springfield, Missouri Fire Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC Joel J. Sheppard, 901 East St. Louis Street, Ste. 201,
Springfield, MO 65806

- D. The Springfield, Missouri Fire Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.

- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Springfield, Missouri Fire Department and submitted to ATF field office for signature and verification of the invoice.

- F. The Springfield, Missouri Fire Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.

(1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.

(2) No waivers or extensions will be granted or honored. The Springfield, Missouri Fire Department will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: RAC Joel J. Sheppard, 901 East St. Louis Street, Ste. 201,
Springfield, MO 65806

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Springfield, Missouri Fire Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The Springfield, Missouri Fire Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Springfield, Missouri Fire Department 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 such time as the audit is completed.

These audits 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.

VII. REVISIONS


The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Springfield, Missouri Fire Department and is not intended to confer any right or benefit to any private person or party.

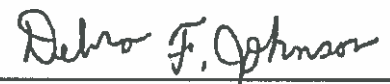
David Pennington
Fire Chief
Springfield, Missouri Fire Department

Date: _____




George H. Lauder
Special Agent in Charge
Kansas City Field Division
ATF JUN 29 2018

Date: _____


for Eric M. Lippold
Deputy Chief Financial Officer
Office of Management
ATF

Date: 6/14/18



Steven L. Gerido
Deputy Assistant Director (Central)
Field Operations
ATF

Date: 6/15/18

_____/_____
Chris Hoeman
City Attorney or designee **Date**
City of Springfield