

11-12-1645

(Do Not Write Above This Line)

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT ("EXHIBIT A") WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES ("ATF"), THAT GOVERNS THE PARTICIPATION OF ONE (1) OFFICER OF THE ATLANTA POLICE DEPARTMENT ("DEPARTMENT") IN A SPECIAL TASK FORCE OF THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND ATLANTA ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE ("TASK FORCE"), FOR THE PURPOSE OF DISRUPTING ILLICIT TRAFFICKING IN THE ATLANTA METROPOLITAN AREA; AND FOR OTHER PURPOSES.

ADOPTED BY
NOV 2 1 2011

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

| | |
|--|--|
| Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members | Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members |
| Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members | Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members |

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED
 NOV 2 1 2011
 ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED
 NOV 2 1 2011
 Municipal Clerk

MAYOR'S ACTION
 APPROVED
 NOV 3 0 2011
 WITHOUT SIGNATURE
 BY OPERATION OF LAW

**A RESOLUTION BY:
PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT (“EXHIBIT A”) WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES (“ATF”), THAT GOVERNS THE PARTICIPATION OF ONE (1) OFFICER OF THE ATLANTA POLICE DEPARTMENT (“DEPARTMENT”) IN A SPECIAL TASK FORCE OF THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS ATLANTA ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE (“TASK FORCE”), FOR THE PURPOSE OF DISRUPTING ILLICIT TRAFFICKING IN THE ATLANTA METROPOLITAN AREA; AND FOR OTHER PURPOSES.

WHEREAS, there is evidence that illegal trafficking in firearms, explosives, and other dangerous items exists in the Atlanta, Georgia area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Atlanta and the surrounding counties; and

WHEREAS, the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) has formed a special task force as part of their Organized Crime Drug Enforcement Task Force (“Task Force”) to disrupt the illicit trafficking through investigation and prosecution; and

WHEREAS, the Department wishes to enter into the Agreement (see attached “Exhibit A”) which specifies the terms and conditions for the Atlanta Police Department’s (“Department”) participation in the Atlanta Organized Crime Drug Enforcement Task Force (“Task Force”); and

WHEREAS, the conditions of the agreement include, but are not limited to, assigning one (1) experienced sworn police officer from the Department to work in the task force for a period of one (1) year; and

WHEREAS, the conditions of the agreement state the ATF provides necessary funds and equipment to support the Task Force’s activities, to include, but not be limited to, reimbursing the Department for overtime work for the task force by the assigned officer(s), up to a maximum of seventeen thousand, two hundred two dollars and twenty-five cents (\$17,202.25) per officer per year; and

WHEREAS, the term of the agreement begins upon it being signed by the Mayor and attested to by the municipal clerk, and delivered to the DEA, and ends on September 30, 2012.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that the Mayor be and is hereby authorized, on behalf of the City of Atlanta (“City”), to enter into an Agreement (“Exhibit A”) with the United States Department of



CITY COUNCIL
ATLANTA, GEORGIA

Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (“ATF”) that specifies the terms and conditions for the Atlanta Police Department’s (“Department”) participation in a special Atlanta Organized Crime Drug Enforcement Task Force (Task Force), for the purpose of disrupting illicit trafficking in the Atlanta Metropolitan area.

BE IT FURTHER RESOLVED, that pursuant to the agreement the City agrees to assign one (1) experienced sworn police officer from the Department to work in the task force.

BE IT FURTHER RESOLVED, the conditions of the agreement state the ATF provides the necessary funds and equipment to support the task force’s activities, to include, but not be limited to, reimbursing the Department for overtime work for the task force by the assigned officer, up to a maximum of seventeen thousand, two hundred two dollars and twenty-five cents (\$17,202.25) per officer per year.

BE IT FINALLY RESOLVED, that the term of the agreement begins upon it being signed by the Mayor signed by the Mayor and attested to by the municipal clerk, and delivered to the ATF, and ends on September 30, 2012.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

Nov. 21, 2011
Nov. 30, 2011



Exhibit "A"

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

Federal Tax Identification #: 58-6000511 DC#: _____

Amount Requested:
\$ 17202.25

Number of Officers Listed: 1

From: 10/01/2011
Beginning Date of Agreement

To: 09/30/2012
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative
Number: SE - GAN - 0449

Federal Agency Investigation
Number: 771025-11-0016

State or Local Agency Name and Address:
Atlanta Police Department
226 Peachtree St.
Atlanta, Ga. 30303

State or Local Agency
Narcotics Supervisor: Sgt. Kelly Collier
Telephone Number: (404) 542-3688

E-mail Address: kcollier@atlantaga.gov

Fax Number: (404) 653-7992

Sponsoring Federal Agency
Group/Squad Supervisor: Chad Munn

Telephone Number: (404) 638 - 7633
E-mail Address: Chad.Munn@atf.gov

Sponsoring Federal Agency(ies):
Bureau of Alcohol Tobacco Firearm and Explosives

Please provide the name, telephone number, e-mail address, and fax number 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: Buffy Gray

Telephone Number: (404) 546 - 7878

E-mail Address: bgray@atlantaga.gov

Fax Number: (404) 494 - 1787



This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2012.
1. No individual agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local law enforcement agency must provide billing estimates or activity on a monthly basis.
6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

Agreement (FY12), Page 2

8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.



9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this agreement.
11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense 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 OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

Agreement (FY12), Page 3

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.



16. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.
17. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.
19. 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.
20. 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.
21. 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). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. 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 of each new agreement.
22. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

Agreement (FY12), Page 4

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

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 and agreed to herein represent



projections only and are based upon consultation between the sponsoring Federal agency 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 or Strategic Initiative. 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: George N. Jurek / Chief of Police 10/6/11
Authorized State or Local Official Title Date

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Coordinator Date

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office Date

Approving Official: _____
OCDETF Executive Office Date

RCS# 1554
11/21/11
2:02 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

ALL ITEMS EXCEPT 11-O-1553

ADOPT

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

| | | | |
|-----------|-------------|-----------|-------------|
| Y Smith | Y Archibong | Y Moore | Y Bond |
| Y Hall | Y Wan | Y Martin | Y Watson |
| Y Young | Y Shook | Y Bottoms | Y Willis |
| Y Winslow | Y Adrean | Y Sheperd | NV Mitchell |

CONSENT I

RCS# 1553
11/21/11
2:00 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

RECONSIDER

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

| | | | |
|-----------|-------------|-----------|-------------|
| Y Smith | Y Archibong | Y Moore | NV Bond |
| Y Hall | Y Wan | Y Martin | Y Watson |
| NV Young | Y Shook | Y Bottoms | Y Willis |
| Y Winslow | Y Adrean | Y Sheperd | NV Mitchell |

CONSENT I

RCS# 1552
11/21/11
1:59 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT AGENDA SECTION I

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

| | | | |
|-----------|-------------|-----------|-------------|
| Y Smith | Y Archibong | Y Moore | NV Bond |
| Y Hall | Y Wan | Y Martin | Y Watson |
| NV Young | Y Shook | Y Bottoms | Y Willis |
| Y Winslow | Y Adrean | Y Sheperd | NV Mitchell |

CONSENT I