

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
RICHARDSON POLICE DEPARTMENT

TASK FORCE FILE # _____

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized North Texas Joint Terrorism Task Force (NTJTTF) 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 the Richardson Police Department located at 411 W. Arapaho Road, Richardson, Texas 75080, Taxpayer Identification Number: 75-6000648, Phone Number: 972/744-4063 that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.
2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI 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 of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.
3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.
4. 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 the agency of the applicable annual limits prior to October 1st of each year.
5. The number of agency officers assigned full-time to the task force 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 task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, 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 field office for FBI review and approval.

7. Each request for reimbursement will include the name, rank, ID 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, signed by an appropriate Supervisor of the agency, 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 task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

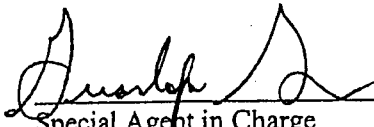
9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2005 must be received by the FBI by December 31, 2005. The FBI is not obligated to reimburse any requests received after that time.

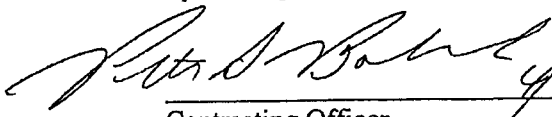
10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any 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.

FOR THE RICHARDSON POLICE
DEPARTMENT:


Date

FOR THE FBI:


Special Agent in Charge Date


Contracting Officer Date
FBI Headquarters

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APPENDIX A

FBI NATIONAL VEHICLE LEASE

VEHICLE USE AGREEMENT - NON-FBI PERSONNEL

FBI Office/Program: Dallas / JTTF
 Vehicle Operator Name: [REDACTED]
 Operator's Agency: Richardson Police Department

The FBI agrees to provide a vehicle to the above-named operator for use in connection with assignment to the FBI program identified above. The operator and his/her agency understand and agree to the following conditions related to vehicle use:

1. Use of the vehicle is a privilege carrying certain responsibilities as derived from the lease contract, law, regulation, or FBI policy. Failure to comply with the responsibilities and conditions outlined in this Agreement may cause the FBI to terminate the Agreement and prohibit further vehicle use.
2. The operator shall familiarize himself/herself with the National Vehicle Lease Program Guidance published by the FBI. The guidance addresses procedures and responsibilities related to the lease program, and is the foundation of most terms and conditions in this Agreement.
3. The following restrictions govern appropriate use of the vehicle:
 - a. The operator shall use the vehicle only for official purposes related to performance of duties assigned under the program. The operator shall not use the vehicle for personal use or any other use not directly related to activities authorized within the mission of the program. Notwithstanding, at the discretion of the FBI program supervisor (e.g., Task Force Coordinator) or other appropriate FBI official, where necessary to support the program mission or otherwise determined appropriate and advantageous to the FBI, the operator may be authorized to use the vehicle for travel between home and place of work.
 - b. The operator is authorized to use the vehicle only during the operator's assignment to the program. Upon cessation of the operator's assignment, the operator shall return the vehicle immediately to the FBI. The operator agrees to return said vehicle to the FBI in the same condition as received, except for normal wear and tear. The operator and/or agency could be held accountable for damage.
 - c. The operator shall not operate the vehicle if the operator fails to possess a valid driver's license. The operator shall exercise reasonable care in using the vehicle and shall not use the vehicle for any illegal activities, including operation while under the influence of drugs or alcohol.
4. The following responsibilities are imposed through implementation of the lease contract, and the operator and/or agency shall comply as stated:
 - a. If instructed to pick up or turn in a vehicle acquired under the national lease program contract, the operator shall conduct an inspection of the vehicle at the time and place of pick-up or turn-in, and shall accurately complete a Vehicle Inspection Report (provided by the FBI) documenting the

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- results of the inspection. The operator shall provide the completed report to the FBI program supervisor for subsequent submission to FBI Headquarters.
- b. The operator and his/her agency shall ensure that no law enforcement or other equipment is installed in the vehicles in a manner that requires drilling or otherwise alters or damages the vehicle. The agency shall be responsible for any damage it may cause if it installs equipment.
 - c. The operator shall retain a Network Driver Kit, which provides information on a national maintenance account, in the vehicle glove compartment at all times. The operator shall take the vehicle to a participating servicing facility at the intervals identified in the kit to obtain necessary preventive and other maintenance. Although the operator does not pay for repairs under this maintenance program, the operator shall obtain receipts for all service to enable reconciliation of billing statements, if necessary. The operator shall provide receipts to the FBI program supervisor.
 - d. If a fuel card is provided in conjunction with the vehicle, the operator shall retain the card in the vehicle glove compartment at all times. The operator shall use the card only for purchasing fuel for the assigned vehicle and shall provide receipts to the FBI program supervisor for reconciliation of billing statements. The operator shall use the card in accordance with all instructions in the Network Driver Kit, including inputting correct odometer readings as prompted at the fueling station pump.
5. The operator and his/her agency shall be responsible for any and all parking tickets and traffic citations. The operator shall report tickets and citations as soon as possible to the FBI program supervisor. The operator/agency shall resolve all outstanding fines promptly and may be denied a subsequent or replacement vehicle until fines are resolved.
 6. The operator shall immediately notify the FBI Legal Unit AND the FBI program supervisor of ANY accident involving the vehicle. The operator shall follow procedures for handling accidents, as outlined in FBI guidance on the lease program and the FBI's Manual of Administrative and Operating Procedures.
 7. The operator and his/her agency recognize liability considerations related to use of the vehicle. Specifically, the following are noted:
 - a. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising out of the use of said vehicle. Legal representation by the United States is determined by the Department of Justice on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal or State law enforcement officer or employee.
 - b. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States Government, acting within the scope of his/her employment, shall be an action against the United States under Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680.
 - c. For the limited purpose of defending claims arising out of a task force activity, state officers who have been specifically deputized, and who are acting within the scope of their official duties and assignments on the task force, may be considered an "employee" of the United States government, as defined in 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

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- d. Under the Federal Employees Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. §2679(b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C §2679(d)(3).
- e. Liability for any negligent or willful acts of task force members undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and agency involved.
- f. Liability for violations of Federal constitutional law rests with the individual Federal agent or officer pursuant to Bivens v Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C., Section 1983 for state officers or cross-deputized federal officers.

This Agreement shall remain in effect until the earliest occurrence of the following: conclusion of the operator's assignment to the FBI office or program identified above; conclusion of the FBI's participation in the National Vehicle Lease Program; or termination by written notice of one party to the other. Upon any of these events, the vehicle shall be returned immediately to the FBI. This agreement may be modified subsequently through written agreement of the parties.

By signatures below, the parties agree to the terms and conditions of this Agreement.

OPERATOR:

 4/9/07
Signature/date

OPERATOR'S AGENCY:

 4/9/07
Signature/date

FBI:

Signature/date

*Template - Vehicle Use Agreement, Nat'l Lease Program
Created by Finance Division, Procurement Section, 2/6/07 (ajh)*

R

*DM
6/4/05*



MEMO

*Each other
Please see
the attachment.
11/12/05
C-704*

DATE: November 16, 2005
TO: Chief L. Zacharias
FROM: Sgt. K.C. Pewitt #761 *DM*
SUBJECT: FBI JTTF Vehicle

The Richardson Police Department entered into a memorandum of understanding (MOU) with the Federal Bureau of Investigation to allow [redacted] authorization to participate in the Joint Terrorism Task Force (JTTF). Since assigned to the task force, [redacted] has been provided an FBI vehicle for JTTF business.

According to the MOU, the Richardson Police Department "agrees to be responsible for any damage incurred to JTTF vehicles as a result of any act of omission on the part of the Richardson Police Department or its' employees, and in general, assumes financial responsibility for property damage to said vehicles, consistent with Richardson Police Department policy and practice, city ordinances, State of Texas law and existing or future contractual obligations relative to the repair of vehicles owned by the Richardson Police Department."

Therefore, I am requesting the following FBI JTTF vehicle be added to the Police Department's fleet for insurance purposes:

Make: [redacted]
Model: [redacted]
Model Year: [redacted]
VIN #: [redacted]
License Plate #: [redacted]
Desc of Vehicle: [redacted]

11/17/05