



U.S. Department of Justice

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

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Washington, DC 20226

www.atf.gov

## MEMORANDUM OF AGREEMENT

Between the  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
and  
Cochise County Sheriff's Office  
for  
Reimbursement of Overtime Salary Costs  
associated with  
ATF TASK FORCE

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This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Cochise County Sheriff's Office 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 Cochise County Sheriff's Office 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, 2019, subject to Section VII of the MOA.

### II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. 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 2015, 2016, 2017, 2018 and 2019 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 Cochise County Sheriff's Office 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 Cochise County Sheriff's Office 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 Cochise County Sheriff's Office shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Cochise County Sheriff's Office shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Cochise County Sheriff's Office 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 Cochise County Sheriff's Office 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, Michael Nallin, 4670 Industry Drive, Sierra Vista, AZ 85635

- D. The Cochise County Sheriff's Office 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 Cochise County Sheriff's Office and submitted to ATF field office for signature and verification of the invoice.

- F. The Cochise County Sheriff's Office 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 Cochise County Sheriff's Office will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: RAC, Michael Nallin, 4670 Industry Drive, Sierra Vista, AZ 85635

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Cochise County Sheriff's Office 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 Cochise County Sheriff's Office 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 Cochise County Sheriff's Office 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.

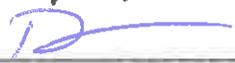
**VIII. NO PRIVATE RIGHT CREATED**

This is an internal Government agreement between ATF and the Cochise County Sheriff's Office and is not intended to confer any right or benefit to any private person or party.

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Mark J. Daniels  
Sheriff  
Cochise County Sheriff's Office

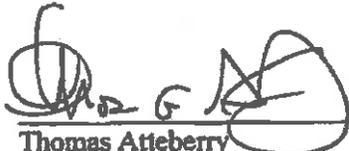
Date: 01/12/15

  
\_\_\_\_\_  
Cochise County Attorney Civil Deputy

Date

  
\_\_\_\_\_  
Melissa L. McCoy  
Deputy Chief Financial Officer  
Office of Management  
ATF

Date: 11/25/2014

  
\_\_\_\_\_  
Thomas Atteberry  
Special Agent in Charge  
Phoenix Field Division  
ATF

Date: 12-5-14

\_\_\_\_\_  
Chairman of the Board of Supervisors

Date

  
\_\_\_\_\_  
Melvin D. King  
Deputy Assistant Director (West)  
Field Operations  
ATF

Date: 11/25/14



**ROUTING AND TRANSMITTAL SLIP**

December 5, 2014

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Thomas Atteberry, SAC, Phoenix Field Division	<i>TA</i>	12-5-14
2. Mark E. Murray, ASAC, Phoenix Field Division		
3. Michael T. Nallin, RAC, Sierra Vista Field Office	<i>HCN</i> For Nallin	1-5-14
4. Mark J. Dannels, Sheriff Cochise County	<i>MJD</i>	1-12-15
5. Julie Levy, Budget Analyst, Phoenix Field Division		
6. Leon Willis, HQ SLOT Coordinator		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	<input checked="" type="checkbox"/> Signature
Coordination	Justify	

The attached Memorandum of Agreement (MOA) for State and Local Overtime (SLOT) for the Flagstaff Police Department is ready for the following signatures:

- **Thomas G. Atteberry**  
ATF Special Agent in Charge (SAC) Phoenix Field Division
- **Mark J. Dannels**  
Sheriff Cochise County

Note: Overtime cannot be used until the date of the final signature.

Thank you



FROM: (Name, org. symbol, Agency/Post)	Room No. --- Bldg.
<b>Julie P. Levy</b> <b>Budget Analyst, Phoenix Field Division</b>	Phone No. <b>(602) 776-5409</b>

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OPTIONAL FORM 41 (Rev. 1-94)  
Prescribed by GSA  
UNICOR FPI-SST