



# COLUMBIA LAW SCHOOL

**Columbia Law School and New York City's Department of Investigation Announce Center for the Advancement of Public Integrity**

**International in Scope, the Center Will Study Corruption and Accountability in Local Government**

**Media Contact: Public Affairs, [publicaffairs@law.columbia.edu](mailto:publicaffairs@law.columbia.edu)**

**New York, August 1, 2013**—New York City Department of Investigation Commissioner [Rose Gill Hearn](#) and Columbia Law School's Dean [David M. Schizer](#) announced today the establishment of the Center for the Advancement of Public Integrity to study corruption and accountability in government. The Center will expand research into corruption at the municipal level in jurisdictions around the world.

The Center will be a partnership between the Law School and the Department of Investigation, the city's anti-corruption watchdog and one of the oldest law enforcement agencies in the country. Commissioner Gill Hearn will chair the Center's Advisory Board, which will include Columbia Law School Professors [Daniel C. Richman](#) and [Richard Briffault](#). The Center will be housed at the Law School.

"One of the reasons we've been so successful in attracting talented people to City government is that we've made integrity the hallmark of our Administration—and Commissioner Rose Gill Hearn has been at the forefront of that work," said Mayor [Michael R. Bloomberg](#). "Thanks to her and her outstanding team at the Department of Investigation, we have not only been able to root out corruption, we've been able to prevent it from happening in the first place—creating the cleanest government in City history. I have no doubt that the new Center for the Advancement of Public Integrity will benefit from her expertise and build upon her accomplishments."

"To be a force for good, government has to be honest and free of corruption," said Dean Schizer, the Lucy G. Moses Professor of Law and the Harvey R. Miller Professor of Law and Economics. "Nothing is more important than advancing integrity in government, and we are proud to partner with the New York City Department of Investigation in this exciting new initiative. We know it will make a difference."

"This Center builds upon the important work of the New York City Department of Investigation, and will advance the study and practice of the on-going fight against corruption," said Commissioner Gill Hearn. "Agencies like DOI are continually busy with investigations and arrests. The Center will be a setting in which to have thoughtful dialogue about anti-corruption strategies which can then be implemented by practitioners. I am thrilled that Columbia Law School will be the home for this innovative endeavor establishing a diverse and knowledgeable resource network for law enforcement practitioners and scholars in the public integrity arena. I thank Mayor Bloomberg and Dean Schizer for recognizing and supporting this groundbreaking initiative."

Although international corruption is a widely studied phenomenon, the Center will focus on abuse of power at the municipal level, a comparatively under-developed field. The Center's mission is to improve the capacity of public offices and anti-corruption and law enforcement practitioners to deter, identify, and respond to governmental corruption at all levels. Law students will be provided opportunities to engage in the development and the production of the Center's work, offering them the unique ability to gain broad, practical experience in this important area of the law.

Professors Richman and Briffault will work closely with Commissioner Gill Hearn—DOI’s longest serving commissioner and former deputy chief of the criminal division in the U.S. Attorney’s Office for the Southern District of New York—to direct the Center’s activities. Professor Richman, the Paul J. Kellner Professor of Law and a former chief appellate attorney in the Southern District, has served as a consultant to the U.S. Department of Justice and the F.B.I., testified before a Senate subcommittee on Miranda warnings, and offered expert testimony in various state, federal, and international criminal and civil matters. In 2004, Mayor Bloomberg appointed Professor Richman as chairman of the Local Conditional Release Commission, and he is credited with restoring integrity and order to that office.

Professor Briffault, the Joseph P. Chamberlain Professor of Legislation, specializes in state and local government law, legislation, the law of the political process, and property. He is the author of several dozen law review articles on campaign finance law, local government law, and state-local relations, and has served as a member of or consultant to several New York City and New York State commissions dealing with state and local governance. Last month, [Professor Briffault was named to Governor Andrew M. Cuomo’s Commission to Investigate Public Corruption](#), which will probe systemic public corruption and the appearance of such corruption in state government, political campaigns, and elections.

To pursue its mission, the Center will build and strengthen a professional community of practitioners, develop and disseminate resources that inform and support anti-corruption efforts, and position municipal leaders to understand, appreciate, and implement anti-corruption practices. The Center will organize regular conferences for Inspectors General and other anti-corruption practitioners, assemble a robust database of public integrity contacts, and foster an active peer-to-peer referral network.

The Center will be funded initially for three years by monies returned to DOI in connection with its anti-corruption investigations that resulted in forfeiture proceedings.

###

[Columbia Law School](#), founded in 1858, stands at the forefront of legal education and of the law in a global society. Columbia Law School combines traditional strengths in corporate law and financial regulation, international and comparative law, property, contracts, constitutional law, and administrative law with pioneering work in intellectual property, digital technology, tax law and policy, national security, human rights, sexuality and gender, and environmental law.

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COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK  
LAW SCHOOL

NYC DEPT. OF INVESTIGATION  
OFFICE OF THE COMMISSIONER

2013 OCT 28 PM 4: 27

October 25, 2013

Rose Gill Hearn  
Commissioner, NYC Department of Investigation  
80 Maiden Lane  
New York, NY 10038

Dear Commissioner Gill Hearn:

Supplementing the letter I wrote to the Provost in July 2013, establishing the Center for the Advancement of Public Integrity ("CAPI") at Columbia Law School (the "Law School"), the following represents my understanding of the central parameters of the Law School's ongoing collaboration with CAPI.

*Facilities*

- The Law School will provide workspace for CAPI staff members, beginning November 1, 2013 and continuing as long as CAPI staff are Columbia employees.
- The Law School cannot guarantee that CAPI will always be housed in Greene Hall, but it will identify other suitable space if a move out of Greene Hall is necessary.
- If the Law School must lease space for CAPI, that cost will be charged to CAPI's funds. However, there will be no charge for occupancy prior to June 30, 2015.
- The Law School will provide furniture, desktops, access to printers, and standard office supplies for CAPI staff.
- CAPI staff will have access to conference rooms, and will schedule use of the rooms in accordance with existing protocols.
- CAPI staff will have access to reception and conferencing space, and will schedule use of the space in accordance with existing protocols.

*Hiring and Firing*

- Open job positions will be posted in partnership with the Law School's Human Resources department, and in compliance with applicable university regulations.
- CAPI job postings may be distributed to additional distribution networks, where the Director or Advisory Board deems appropriate.
- Although the Executive Director will have the ultimate authority to extend offers of employment, she or her designee will, where appropriate, seek the input of CAPI's Advisory Board and the Dean of the Law School, prior to finalizing a hiring decision.
- Although the Executive Director will have the ultimate authority to terminate or modify the employment terms of any CAPI employee, where appropriate, she or her designee will seek the input of the Advisory Board and the Law School's General Counsel prior to finalizing any termination action, and will follow all applicable Law School procedures regarding adverse employment actions.

*Web Presence*

- CAPI's website will be hosted on Columbia University's server.

- CAPI staff will work with the Law School's information technology staff, and/or contract with a website designer or specialist, to establish a dynamic, user-friendly website for CAPI.
- Email addresses for CAPI staff will contain the Columbia domain name.

*Indirect Cost Rate*

- CAPI will be supported by soft money and is responsible for its continued fundraising.
- Columbia will apply an indirect cost rate of 10% to all public or private funding streams secured by CAPI to further its activities. This will cover a range of administrative functions and support including: space and furnishings; IT infrastructure; human resources administration; controller's office functions (e.g., accounts payable, budget, reporting, treasury and cash management, payroll); gift processing; press office; "shelter" under Columbia's tax exempt umbrella; research and library resources; and General Counsel support.
- The remaining 90% of funding will be used for CAPI program and direct administrative or operating costs.

*Programming*

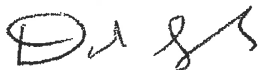
- In conjunction with the Advisory Board, the Executive Director will have full discretion over the content and sequencing of CAPI's work products, including conferences, events, convenings, publications, and other programming; she or her designee will seek the input of the Law School's Communications Department regarding format and branding for print and digital publications.
- CAPI will cite the University and/or Law School in all publications, materials, etc., as requested by Law School administrators.

*Advisory Board*



- The Executive Director will report to the Advisory Board.
- The Executive Director will keep the Advisory Board apprised of all CAPI plans and activities by providing regular reports and updates on a schedule to be determined by the Advisory Board.

If the terms and conditions outlined above are satisfactory, please sign and return two copies of this letter.

Sincerely,



David M. Schizer  
Dean and the Lucy G. Moses Professor of Law and  
the Harvey R. Miller Professor of Law and Economics  
Columbia Law School

  
Rose Gill Hearn  
Commissioner, NYC Department of Investigation   
10/29/13  
Date



80 MAIDEN LANE  
NEW YORK, NY 10038  
212-825-5900

October 30, 2013

David M. Schizer  
Dean and the Lucy G. Moses Professor of Law  
Office of the Dean, Jerome L. Greene Hall, Suite 800  
435 West 116th Street  
New York NY 10027

Re: The Center for the Advancement of Public Integrity

Dear Dean Schizer:

We are thrilled to embark on this new collaboration between Columbia Law School and the Center for the Advancement of Public Integrity (CAPI). As you know, CAPI will support law enforcement activities aimed at combating corruption, and seek to improve the capacity of public offices and practitioners to effectively deter, identify, and respond to corruption.

Pursuant to our mutual understanding, as documented in the attached letter agreement, dated October 25, 2013, the New York City Department of Investigation (DOI) is pleased to award Columbia Law School a New York State forfeiture fund grant of \$1,100,000 (ONE MILLION ONE HUNDRED THOUSAND DOLLARS) to support CAPI's launch and ongoing operations.

I look forward to CAPI's lasting and productive partnership with Columbia Law School.

Sincerely,

Rose Gill Hearn

Encl.



80 MAIDEN LANE  
NEW YORK, NY 10038  
212-825-5900

December 3, 2013

**BY HAND DELIVERY**

Dean David M. Schizer  
Dean and the Lucy G. Moses Professor of Law  
Columbia Law School  
Office of the Dean, Jerome L. Greene Hall, Suite 800  
435 West 116th Street  
New York, NY 10027

Re: DOI Award of \$250,000 to The Center for the Advancement of Public Integrity

Dear Dean Schizer:

We are pleased that the Center for the Advancement of Public Integrity (“CAPI”) has begun operations at Columbia Law School, and has hired an exceptionally talented Executive Director in Jennifer Rodgers. As you know, CAPI will support law enforcement activities aimed at combating corruption, and seek to improve the capacity of public offices and practitioners effectively to deter, identify, and respond to public corruption and integrity issues.

Pursuant to our mutual understanding, as documented in the letter agreement dated October 25, 2013, the New York City Department of Investigation (“DOI”) and the letter dated November 26, 2013 from CAPI Executive Director Rodgers, DOI is pleased to award Columbia Law School an additional grant of \$250,000 (TWO HUNDRED AND FIFTY THOUSAND DOLLARS) from New York State forfeiture funds to support CAPI’s launch and ongoing operations. This grant, in addition to the \$1.1 million grant previously awarded to CAPI by DOI, will support CAPI’s continued development of substantive products and the sponsoring of related events, including research, publications, conferences, seminars, and practitioner trainings, as well as necessary support costs.

It is our understanding that among the events being planned by CAPI are two multi-jurisdictional conferences for Inspectors General and other anti-corruption practitioners, to take place in 2014. We hope this grant will aid in that and other similar endeavors by assisting with expenditures associated with conference participation (*e.g.*, travel, lodging, meeting space, materials). In addition, we have been made aware that CAPI intends to develop a robust communications infrastructure to inform and foster a professional community of anti-corruption practitioners. We hope this grant will further support CAPI in implementing this project by assisting with costs associated with staff time needed to research and draft

publications, practice tools, and the development of an effective website to help distribute such materials to practitioners across the globe.

It is a privilege to engage in this important partnership with Columbia Law School, and I look forward to our continued collaboration over the coming months and years.

Sincerely,



Rose Gill Hearn  
Commissioner of the Department of Investigation



Encl.

## AGREEMENT

This Agreement ("Agreement"), dated as of March 19, 2015 between the City of New York ("City") acting through the Department of Investigation for the City of New York ("DOI"), whose headquarters is located at 80 Maiden Lane 25th Floor, New York, New York 10038, and The Trustees of Columbia University in the City of New York ("Columbia"), a New York not-for-profit corporation having a location at 435 West 116<sup>th</sup> Street, New York, NY 10027.

**WHEREAS**, DOI is a law enforcement agency with responsibility for, among other things, investigating and preventing public corruption and providing training and education concerning public corruption within City government; and

**WHEREAS**, in or about October 2013, Columbia established the Center for the Advancement of Public Integrity ("CAPI") at Columbia Law School, the purpose of which is to provide real time training, advice and information about best practices for combating government corruption to DOI and to other law enforcement agencies and thereby to promote the development of effective public integrity systems and practices in New York, the United States and internationally; and

**WHEREAS**, on or about October 30, 2013, DOI awarded Columbia Law School a New York State forfeiture fund grant of \$1.1 million and on or about December 3, 2013 awarded Columbia Law School a New York State forfeiture fund grant of \$250,000, in support of CAPI's launch and ongoing operations; and

**WHEREAS**, in further support of CAPI's mission, DOI has agreed to award Columbia Law School federal equitable sharing funds, in further support of CAPI's launch and ongoing operations; and

**WHEREAS**, DOI's proposal to grant federal equitable sharing funds to Columbia Law School had been approved in writing by the United States Department of Justice Asset Forfeiture and Money Laundering Section, on December 27, 2013; and

**WHEREAS**, Columbia intends and is authorized to accept DOI's grant of federal equitable sharing funds to Columbia Law School for purposes of supporting CAPI's operations on the terms expressed herein.

**NOW THEREFORE**, in consideration of the premises and the respective representations and terms contained herein, the parties hereto agree as follows:

**1. Transfer of funds.** On or before June 30, 2015, DOI shall transfer to Columbia the sum of \$500,000 from DOI's United States Department of Justice asset forfeiture account (the "Transfer" or "Transfer proceeds").

**2. Adherence to Provisions of the DOJ Interim Policy Guidance.** Columbia agrees that the Transfer proceeds shall be used to support the ongoing operations of CAPI in a manner conforming to the "Interim policy guidance regarding the use of equitable sharing funds," which interim policy guidance modifies the April 2009 version of the United States Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* (the "Interim Policy Guidance"). A copy of the *Interim Policy Guidance* is annexed hereto as Exhibit A. Adherence by Columbia to the requirements set forth in the *Interim Policy Guidance* is a material term of this Agreement. DOI shall notify Columbia of any actual or proposed changes, amendments or modifications to the *Interim Policy Guidance* as promptly as practical. Columbia agrees to adhere to the requirements of any revised *Interim Policy Guidance* in the manner set forth above, upon such notification by DOI.



- 2.1 Failure by Columbia to adhere to the requirements of the *Interim Policy Guidance* in all material respects with respect to the expenditure by Columbia of the Transfer proceeds shall render this Agreement void and shall entitle the City to immediate return of any portion of the Transfer proceeds that has been previously expended in contravention of the *Interim Policy Guidance*. Such failure by Columbia shall also entitle the City to the return of any additional amount of the Transfer proceeds that have not been previously expended or committed to be expended by Columbia.
- 2.2 A determination that Columbia has failed to adhere to the requirements of the *Interim Policy Guidance* in all material respects with respect to the expenditure by Columbia of the Transfer proceeds shall be a matter within DOI's discretion based on the results and review of the audit(s), accounting(s) or examination(s) of records described in Section 3 herein below, provided, however, that before any such determination is made by DOI, Columbia shall be given notice and 30 days to cure any such failure to adhere. Moreover, if Columbia consults with the United States Department of Justice ("DOJ") regarding the above, DOI will give good faith consideration to DOJ's views in reaching its determinations.

**3. Audit of CAPI's Books and Records.**

- 3.1 Within ninety (90) days of the Transfer, and for each ninety (90) day period thereafter while this Agreement shall be in effect, and for the ninety (90) day period following the termination of this Agreement, Columbia shall provide to DOI: (a) a written accounting of CAPI's activities and expenditures during the prior ninety (90) day period; and (b) a written certification by Columbia, executed by CAPI's Executive Director, that the Transfer proceeds expended by Columbia were spent in conformance with the *Interim Policy Guidance* in effect during the time of such expenditures.
- 3.2 Upon reasonable notice and during regular business hours, DOI may during the term of this Agreement examine such other documents or information regarding CAPI's activities that are funded by the Transfer proceeds and CAPI's finances as they relate to those activities that DOI may from time to time reasonably request.
- 3.3 Columbia agrees to cooperate fully with any audit by New York City, New York State, or the United States Government (or by a third-party commissioned by one of these entities) for the specific purpose of examining the expenditure of any portion of the Transfer proceeds by Columbia.
- 3.4 Any material breach by Columbia of the requirements of this Section 3 that is not cured within 30 days shall render this Agreement void and shall entitle the City to return of unspent or uncommitted portions of the Transfer proceeds. However, if the City agrees that Columbia has taken significant steps to cure the breach within the 30 day period, the City shall permit Columbia reasonable additional time to complete the cure and the Agreement shall not be rendered void and the City shall not be entitled to return of unspent or uncommitted portions of the Transfer proceeds unless the material breach is not cured within that reasonable additional time period.

4. **Additional Transfers.** During the term of this Agreement, DOI may, solely within its discretion and subject to the availability of federal equitable sharing funds, make additional transfers to Columbia for the purposes of supporting CAPI's ongoing operations consistent with the terms set forth herein with respect to the Transfer. Any such additional transfers shall be in amount(s) and on such terms as may be agreed upon in writing by the parties hereto. Nothing herein shall create an obligation on the part of the City to transfer additional funds to Columbia for purposes of continuing to support CAPI or for any other purpose.

5. **DOI Role on CAPI Advisory Board.** During the term of this Agreement, the Commissioner of DOI, or his designee, shall serve as a member of the CAPI Advisory Board as a representative of DOI. Columbia shall keep DOI's representative on the CAPI Advisory Board informed of CAPI's activities and expenditures, in the same manner and on the same schedule as it keeps other members of the CAPI Advisory Board so informed.

6. **Term and Termination**

6.1 The term of this Agreement shall be three (3) years from the date set forth above, unless terminated pursuant to the terms of section 6.2 below.

6.2 This Agreement may be terminated by either party upon ninety (90) days written notice to the other. In the event Columbia terminates this Agreement, Columbia shall return to DOI any portion of the Transfer proceeds that has not been previously expended or committed to be expended by Columbia. In the event DOI terminates this Agreement, Columbia may retain any unexpended or uncommitted portion of the Transfer funds. In the event either party terminates this Agreement, Columbia shall, within ninety (90) days of notice of termination, provide DOI with a written accounting of CAPI's activities and expenditures during the prior ninety (90) day period.

7. **Additional Provisions.**

7.1 **Entire Agreement.** This Agreement and the writings to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge any and all prior agreements, representations, understandings and negotiations (written or oral) concerning such subject matter.

7.2 **Non-Waiver.** Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

7.3 **Waivers.** No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

- 7.4 Amendments. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
- 7.5 Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
- 7.6 Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, by United States Mail or express courier, or by telecopy or other electronic means addressed to the parties' respective designees set forth below. Either party may change its address or designees for notices in the manner set forth above.

Notices to DOI shall be delivered to the attention of:

Michael B. Siller  
General Counsel  
New York City Department of Investigation  
80 Maiden Lane  
New York, New York 10038  
212-825-0646  
[msiller@doi.nyc.gov](mailto:msiller@doi.nyc.gov)

Notices to Columbia shall be delivered to the attention of:

Jennifer G. Rodgers  
Executive Director  
Center for the Advancement of Public Integrity  
Columbia Law School  
435 West 116th Street  
New York, NY 10027  
(212) 854-8379  
[jrogers@law.columbia.edu](mailto:jrogers@law.columbia.edu)

*with a copy to the Office of the General Counsel:*

Jane E. Booth  
General Counsel  
Columbia University  
Office of the General Counsel  
535 West 116<sup>th</sup> Street  
412 Low Memorial Library  
New York, NY 10027  
(212) 854-5582  
[jeb@gc.columbia.edu](mailto:jeb@gc.columbia.edu)

- 7.7 Counterparts. This Agreement may be executed in counterparts.

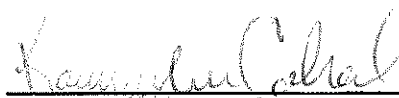
- 7.8 Governing law. This Agreement shall be governed by the laws of the State of New York.
- 7.9 All necessary approvals. DOI and Columbia each represent that they have obtained all respective necessary approvals of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.


**New York City Department of Investigation**

By:   
Mark G. Peters  
Commissioner

**The Trustees of Columbia University in the City of New York**

By:   
Kammy Lou Cabral  
Director of Morningside Operations  
Sponsored Projects Administration

Approved as to form

  
Assistant Corporation Counsel  
New York City Law Department

3/19/15

**APPENDIX A**

**DEPARTMENT OF JUSTICE EQUITABLE SHARING PROGRAM**

**Interim Policy Guidance Regarding the Use of Equitable Sharing Funds**

## Department of Justice Equitable Sharing Program

### Interim policy guidance regarding the use of equitable sharing funds

Effective immediately, the policies outlined below replace the existing policies included in the Department of Justice *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (2009) (Guide)* Section VIII.A.1 and 2. These policies will be incorporated into the next edition of the *Guide*.

#### V. What Are the Uses of Equitably Shared Property?

Asset forfeiture is a powerful tool that provides valuable resources to state and local law enforcement that may not have otherwise been available. Equitably shared funds must be used in accordance with this *Guide* for law enforcement purposes that directly supplement the appropriated resources of the recipient law enforcement agency. Sharing will be withheld from any state or local law enforcement agency where the governing body, state or local law, regulation, or policy requires or directs 1) specific expenditures of shared funds, 2) the transfer of federal equitable sharing funds to non-law enforcement agencies, or 3) expenditures for non-law enforcement purposes.

To avoid a conflict of interest or the appearance of a conflict of interest, any person or members of his or her immediate family who was involved in an investigation which led to the forfeiture of property to be sold is prohibited from purchasing, either directly or indirectly, that forfeited property.

##### A. General guidance on Supplantation and Budgeting

**1. Supplantation**—Shared funds must be used to increase or supplement the resources of the receiving state or local law enforcement agency or any other ultimate recipient agency. Shared funds **shall not be used** to replace or supplant the appropriated resources of the recipient. The recipient agency must benefit directly from the sharing. In determining whether supplantation has occurred, the Department of Justice will examine the law enforcement agency's budget as a whole and allow agencies to use equitable sharing funds for any permissible purpose as long as shared funds **increase the entire law enforcement budget**. The Department of Justice may terminate sharing with law enforcement agencies that are not permitted by their governing body to benefit directly from equitable sharing.

*Example of Improper Supplantation:* A police department receives \$100,000 in federal sharing money only to have its budget cut \$100,000 by the city council. In this instance, the police department has received no direct benefit from equitable sharing whatsoever. Rather, the city as a whole has received the benefit of the sharing.

- 2 Anticipated shared property should not be budgeted**—Agencies should not “spend it before you get it” or budget anticipated receipts. Receiving agencies may not commit to the spending of sharing funds for a certain purpose in advance. For example, if a local law enforcement agency files a Form DAG-71 and anticipates a 50 percent share of \$100,000, the anticipated \$50,000 should not be obligated or budgeted for two reasons: (1) the completion of the forfeiture is uncertain; and (2) the amount of the sharing that will ultimately be approved is also uncertain. However, agencies may earmark or budget sharing funds already received.

## **B. Use of shared funds**

Except as noted in this *Guide*, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only. The uses outlined below are examples of permissible and impermissible expenditures. If an agency is unsure whether a proposed expenditure is permissible, it should email [afmls.aca@usdoj.gov](mailto:afmls.aca@usdoj.gov).

Shared funds may be used for any permissible agency expenditure and may be used by both sworn and non-sworn law enforcement personnel, except as noted in salaries. The fact that shared property was forfeited by a particular unit or as a result of a particular federal violation does not limit its use to purchases only for that unit or to further investigations only for that particular federal violation. If an agency wishes to support a multi-agency expenditure, such as a new payroll system or city municipal building, with a non-law enforcement agency, the law enforcement agency's costs based on its use may be calculated on a pro-rata basis.

### **1. Permissible uses**

- a. Law enforcement operations and investigations**—the support of investigations and operations that further the law enforcement goals or missions. For example, payments to informants, purchase of evidence, buy-back programs, “buy” money, reward money (annual dues paid to a crime tip organization or payment for a specific reward for information in a specific case), recruitment and advertisement costs, and translation and interpretation services.
- b. Law enforcement training and education**—the training of investigators, prosecutors, and sworn and non-sworn law enforcement personnel in any area that is necessary to perform official law enforcement duties. For example, training and conference registration fees, speaker fees, or costs to produce training curriculum. This provision does not permit donations or the transfer of funds to associations or organizations providing training.

Tuition for law enforcement classes necessary to the performance of sworn or non-sworn personnel's official duties is also permitted. For example, criminal justice,

language, constitutional law, accounting/finance, or forensics classes could be permissible provided that the employee's regular duties require knowledge of such topics.

- c. **Law enforcement, public safety, and detention facilities**—the costs associated with the purchase, lease, construction, expansion, improvement, or operation of law enforcement or detention facilities used or managed by the recipient agency. For example, the costs of leasing, operating, and furnishing an off-site undercover narcotics facility. Capital improvements should not be made on leased property or space since the law enforcement agency will not benefit from the improvements upon termination of the lease.

Approval from AFMLS is required prior to building new facilities or making structural changes to existing facilities. Approval is not required for cosmetic or non-structural improvements such as cabling, electrical, interior walls, carpeting, or furniture costs.

- d. **Law enforcement equipment**—the costs associated with the purchase, lease, maintenance, or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. For example, furniture, file cabinets, office supplies, telecommunications equipment, copiers, safes, fitness equipment, computers, computer accessories and software, body armor, uniforms, firearms, radios, cellular telephones, electronic surveillance equipment, vehicles (e.g., patrol and unmarked vehicles), animals and animal-related expenses.
- e. **Joint law enforcement/public safety operations** – the costs associated with the purchase of multi-use equipment and operations used by both law enforcement and non-law enforcement personnel. For example, 911 call center equipment, defibrillators, search and rescue boats, aircraft, and diving equipment. These expenditures are exempt from the pro-rata calculation. This provision does not include equipment to be used solely by non-law enforcement personnel, such as fire and EMS vehicles.
- f. **Contracting for services** – the costs associated with a contract for a specific service that supports or enhances law enforcement is permitted. For example, helicopter services, feasibility studies, forensic accountant for a specific case, auditor to perform an audit of equitable sharing funds, subject matter expert, grant writer, software developer. Contracts for long-term and/or full-time employment services or services that should be provided by an agency employee are not permitted.
- g. **Law enforcement travel and per diem**—the costs associated with travel and transportation to perform or in support of law enforcement duties and activities.



All related costs must be in accordance with the agency's per diem policy and must not create the appearance of extravagance or impropriety.

- h. **Law enforcement awards and memorials**—the costs associated with the purchase of plaques and certificates for law enforcement personnel in recognition of a law enforcement achievement, activity, or training. Shared funds may not be used to pay awards in the form of cash or cash equivalents such as stored value cards.

Shared funds may be used to pay the costs for commemorative plaques, displays, or memorials on law enforcement property that serve to recognize or memorialize a law enforcement officer's contributions, such as a memorial plaque or stone in honor of an agency's officers killed in the line of duty. The plaque, display, or memorial must not create the appearance of extravagance.

- i. **Drug and gang education and other awareness programs**—the costs associated with conducting awareness programs by law enforcement agencies. For example, meeting costs, motivational speakers, child identification kits, and anti-crime literature or software.
- j. **Matching funds**—the costs associated with paying a state or local law enforcement agency's matching contribution or share in a state or federal grant program for items other than salaries, provided that the grant funds are used for a permissible law enforcement purpose in accordance with this *Guide*. For information regarding the use of equitable sharing funds to match federal salary grants, see Section V.B.3.
- k. **Transfers to other law enforcement agencies**—cash transfers of shared funds from one state or local law enforcement agency to another. In order to receive a cash transfer of shared funds, the law enforcement agency must be compliant with the Agreement, Certification, and Audit provisions of this *Guide* (see Section X). All cash transfers must be used in accordance with the permissible use provisions of this *Guide*. The agency transferring funds is responsible for verifying that the recipient agency is eligible to receive sharing. The transfer must be reported on the Equitable Sharing Agreement and Certification form filed by both the transferring and recipient agencies. Transferring agencies must verify the recipient agency's compliance at the time of transfer on the agency compliance list found on AFMLS' public website.
- l. **Support of community-based programs**—transfers of shared funds from a state or local law enforcement agency to a state, county, or local governmental agency or community non-profit organization (501(c)(3) or (4)). An agency may, at its discretion, transfer up to a total of \$25,000 of its shared funds annually to community-based programs whose missions are supportive of and consistent with a law enforcement effort, policy, and/or initiative. Examples include a drug

treatment facility, job skills program, or a youth program with drug and crime prevention education. The chief law enforcement officer must approve the transfer and must ensure the recipient is a qualified entity.

## 2. Impermissible uses

- a. **Use of forfeited property by non-law enforcement personnel**—Personnel from non-law enforcement agencies are not permitted to use shared vehicles, forfeited property, or items taken for official use or purchased with shared funds.
- b. **Creation of endowments or scholarships**—Shared funds may not be used to create or establish endowments or scholarships.
- c. **Uses contrary to the laws of the state or local jurisdiction**—Shared funds and property may not be used for any purpose that would constitute an illegal or improper use of state or local law enforcement funds or property under the laws, rules, regulations, and orders of the state or local jurisdiction of which the agency is a part.
- d. **Personal or political use of shared assets**—Shared funds may not be used for any use that creates the appearance that shared funds are being used for political gain or personal benefit. For example, campaign paraphernalia, gym memberships, bar, union, or other individual dues.
- e. **Purchase of food and beverages**—Shared funds may not be used to pay for food and beverages (alcoholic and non-alcoholic) except for meals during local operations. Shared funds may be used to purchase food and beverages if state or local law or rules governing reimbursement of expenses permit officers to be reimbursed for such expenses. For example, meals purchased for officers engaged in a disaster operation, such as earthquake or hurricane relief, or per diem for meals while an officer is on official travel.
- f. **Extravagant expenditures**—Recipient agencies should use federal sharing funds prudently and in such a manner as to avoid any appearance of extravagance, waste, or impropriety. For example, tickets to social events, hospitality suites at conferences, or meals or travel in excess of the per diem.
- g. **Petty cash accounts and stored value cards** – Shared funds may not be used to establish petty cash accounts, purchase prepaid credit cards (except for use as a form of payment for buy-back programs), or any other type of transaction where expenditures are not monitored and tracked to ensure permissibility in accordance with this *Guide*.

- h. **Purchase of items for other law enforcement agencies** – Shared funds may not be used to purchase equipment or other permissible items for other law enforcement agencies. To ensure proper tracking and accounting of funds, agencies wishing to support other participating law enforcement agencies must transfer the cash required for such purchases to the recipient law enforcement agency. The recipient law enforcement agency must report the receipt of funds and the expenditure on its annual Equitable Sharing Agreement and Certification form. See Section V.B.1.k for inter-agency transfer of funds.
- i. **Costs related to lawsuits** – Shared funds may not be used to pay attorney fees, settlement payments, or any other related costs of lawsuits involving the agency or its employees.
- j. **Loans** – Shared funds may not be used as advance payment for expenditures being reimbursed or paid by other funds. For example, OCDETF overtime reimbursements and appropriated funds.
- k. **Money laundering operations** – Shared funds may not be used to support state and local undercover money laundering operations.

### 3 Salaries

**Equitable sharing funds may not be used to pay the salaries and benefits of sworn or non-sworn law enforcement personnel.** The purpose of this rule is to protect the integrity of the Asset Forfeiture and Equitable Sharing Programs so that the prospect of receiving equitable sharing funds does not influence, or appear to influence, law enforcement decisions.

**Exceptions:** Equitable sharing funds may be used to pay the salaries and benefits of current law enforcement officers and personnel in the limited situations listed below.<sup>1</sup>

Task force agencies may only pay salaries as a match to a federal grant or officer overtime. To avoid a conflict of interest, at no time can a task force member's full salary be paid with equitable sharing funds.

- (1) **Matching federal grants**—Shared funds may be used to pay the match requirement for the salaries and benefits of current sworn and non-sworn law enforcement personnel funded by federal grant programs.

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<sup>1</sup> For the purposes of this provision, prosecutors and members of the National Guard are considered sworn law enforcement personnel.

- (2) **Overtime of officers and investigators**—Shared funds may be used to pay the overtime and benefits of current sworn and non-sworn law enforcement personnel involved in law enforcement operations.
- (3) **Salary of an officer hired to replace an officer assigned to a task force**—Shared funds may be used to pay the salary and benefits of current, sworn law enforcement officers hired to fill vacancies created when a law enforcement agency assigns officers to a task force. The replacement officer cannot engage in the seizure of assets or narcotics law enforcement as a principal duty. A principal duty is a duty that the officer is expected to perform regularly.

In order to pay the replacement officer's salary with equitably shared funds, the task force to which the agency assigned an officer must be a law enforcement entity constituted under federal, state, or local law that is primarily engaged in specific and targeted law enforcement activities involving more than one law enforcement agency. In addition, the chief law enforcement officer of the agency assigning an officer must not maintain direct day-to-day operational control of the task force although he or she may participate in the policy-level control of such task force.

When a law enforcement agency has assigned an officer and paid for the replacement as specified above, and it becomes necessary to return the officer from the task force, the law enforcement agency may continue to use forfeited funds to pay for the salary and benefits of the replacement officer for a period not to exceed six months.

- (4) **Specialized programs**—Shared funds may be used pay the salary and benefits of current, sworn law enforcement officers assigned to specialized programs which do not generally involve traditional law enforcement functions. For example, School Resource Officers (SRO) or officers assigned to programs such as DARE. SROs and other officers assigned to specialized programs must be employed by the law enforcement agency. If the officer does not serve in this position on a full time basis, only the pro rata portion of the salary and benefits covering the time worked in the specialized position may be paid with shared funds.

**MODIFICATION TO MARCH 19, 2015 AGREEMENT**

This agreement (the "Modification Agreement"), hereby modifies the terms of the Agreement dated as of March 19, 2015 between the City of New York ("City") acting through the Department of Investigation for the City of New York ("DOI"), whose headquarters is located at 80 Maiden Lane 25th Floor, New York, New York 10038, and The Trustees of Columbia University in the City of New York, a New York not-for-profit corporation having a location at 435 West 116<sup>th</sup> Street, New York, NY 10027 (the "Agreement," a copy of which is annexed hereto.) All capitalized terms not otherwise defined herein have the meaning set forth in the Agreement.

By signing below, the parties hereby agree that the term of the Agreement, as defined in § 6.1, thereof, shall be and is extended until December 31, 2019.

This letter agreement is not intended to amend, modify or waive any of the rights or obligations of any party to the Agreement except as explicitly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement as of the date set forth below.

Date: December 20, 2017

New York City Department of Investigation

By:



Mark G. Peters  
Commissioner

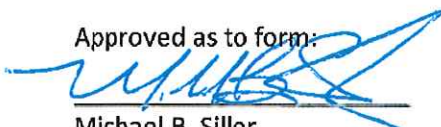
The Trustees of Columbia University in the City  
of New York

By:



Kammy Lou Cabral  
Director of Operations, Morningside  
Sponsored Projects Administration  
Columbia University

Approved as to form:



Michael B. Siller

Acting Assistant Corporation Counsel