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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CONTRA COSTA COUNTY SHERIFF'S OFFICE
AND

THE UNITED STATES SECRET SERVICE

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U.S. SECRET SERVICE
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The Contra Cost County Sheriff's Office (CCCSO) and the U.S. Secret Service enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the CCCSO and the U.S. Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I) (hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the CCCSO and the U.S. Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The CCCSO may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's San Francisco Electronic Crimes Task Force (ECTF) in conducting official investigations. The CCCSO will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Task Force supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service ECTF.
- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual

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hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the ECTF, the CCCSO will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The CCCSO shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the CCCSO, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed \$15,000 dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The CCCSO shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number

and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the CCCSO wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the CCCSO and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
San Francisco Field Office



Acting SAIC Charles A. Marino

Date: 3/17/15

Contra Costa County Sheriff's Office



David Livingston, Sheriff

Date: 2-17-15

U.S. Secret Service, Office of Investigation
Criminal Investigative Division



SAIC Stuart J. Tryon

Date: 4/1/15