



# Homeland Security

**HOMELAND SECURITY INVESTIGATIONS**

**SAN FRANCISCO**

**CONTRABAND SMUGGLING GROUP**

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN U.S.  
IMMIGRATION AND CUSTOMS ENFORCEMENT, HOMELAND  
SECURITY INVESTIGATIONS, AND LOCAL, COUNTY, OR  
STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the El Cerrito Police Department (NCIC CODE #CA0070500) and U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), San Francisco, for the purpose of the reimbursement of costs incurred by the El Cerrito Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

**II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

#### IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by HSI San Francisco, with the participation of the El Cerrito Police Department and until terminated, in writing, by either party.

#### V. TERMS, CONDITIONS, AND PROCEDURES

##### A. Assignment of Officer(s)

To the maximum extent possible, the El Cerrito Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the El Cerrito Police Department shall provide HSI San Francisco with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

##### B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The El Cerrito Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI San Francisco, performed by its officer(s) assigned to this joint operation. In addition, the El Cerrito Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with HSI San Francisco.

The El Cerrito Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the El Cerrito Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6650 Telecom Dr.  
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the El Cerrito Police Department must submit to HSI San Francisco the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)" signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The El Cerrito Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The El Cerrito Police Department will submit all requests for the reimbursement of joint operations' expenses to HSI San Francisco, at the following address: Homeland Security Investigations, 630 Sansome Street, 8<sup>th</sup> FL, San Francisco, CA 94111, ATTN: Jeannie Lee, Phone: 415-844-5295.

## **VI. PROGRAM AUDIT**

This Agreement and its provisions are subject to audit by HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The El Cerrito Police Department agrees to permit such audits and agrees to maintain all records relating to

these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

**VII. REVISIONS**

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.


**VIII. NO PRIVATE RIGHT CREATED**

This is an internal government agreement between HSI San Francisco and the El Cerrito Police Department, and is not intended to confer any right or benefit to any private person or party.

**Signatures:**

\_\_\_\_\_  
Clark E. Settles  
Special Agent in Charge  
U.S Immigration & Customs Enforcement  
Homeland Security Investigations  
San Francisco, CA

Date: \_\_\_\_\_

  
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Sylvia M. Moir  
Chief of Police  
El Cerrito Police Department  
El Cerrito, CA

Date: 10.04.12