

K14-056

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF NEW ORLEANS

THE NEW ORLEANS POLICE DEPARTMENT

AND

THE UNITED STATES SECRET SERVICE

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this 12th of February, 2014, between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "City"), the New Orleans Police Department, represented by Ronal W. Serpas, Superintendent of Police ("NOPD") and the United States Secret Service (the "USSS"), collectively known as the "Parties."

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 NOPD and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

III. CONDITIONS AND PROCEDURES

The NOPD and the USSS agree to the following conditions:

a) The NOPD may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the USSS Louisiana Electronic and Financial Crimes Task Force in conducting official investigations. The NOPD will submit all requests for reimbursement payments, together with appropriate documentation, to the USSS Task Force Supervisor Special Agent Darren Vogt. Request to reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the USSS Louisiana Electronic and Financial Crimes Task Force.

b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the USSS Task Force supervisor. The reimbursable

overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

c) The USSS Task Force supervisor will forward all approved reimbursement request through the Special Agent in Charge (“SAIC”) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund’s payment agents the U.S. Customs National Finance Center (The “NFC”).

d) During the period of assignment of the Louisiana Electronic and Financial Crimes Task Force, the NOPD 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 USSS through the Department of the Treasury Forfeiture fund.

e) The NOPD shall permit and have readily available for examination and auditing by the USSS, 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 examination are completed and resolved, or for a period of three (3) years, whichever is sooner.

f) Payments may be made to the extent they are included in the USSS 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 USSS through the Department of the Treasury Forfeiture Fund, for reimbursement to the NOPD, could change at any time.

g) Pursuant to the Treasury Executive Office for Asset Forfeiture (the “TEOAF”) directive number 18, the maximum reimbursement entitlement for overtime costs to any law enforcement official cannot exceed Thirteen Thousand and 00/100 Dollars (13,000.00) during fiscal year.

h) This document does not obligate funds. Funding authority will be provided through other documents.

i) The NOPD shall provide the USSS within ten (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 name and ABA routing number of the financial institution where the NOPD wants the Electronic Funds transfer (“EFT”) payment deposited for the reimbursement of the overtime salary costs. Failure to provide this information within the prescribed period of the time will nullify this MOU agreement.

IV. DURATION

This MOU will be effective for one (1) year on the date of execution of this agreement by the last party.

V. TERMINATION

Either party may terminate the MOU at any time during the term of the agreement by giving the other party written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

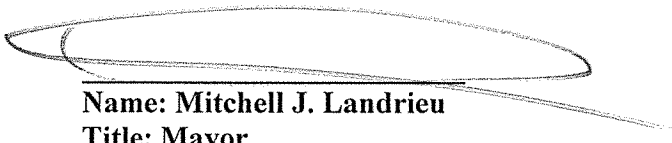
VI. REVISIONS

This MOU shall not be revised except by written amendment executed by authorized representatives of the Parties.

VII. EXECUTION

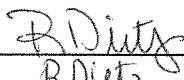
For the faithful performance of the terms of this MOU, the Parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions hereof.

APPROVED BY:
City of New Orleans

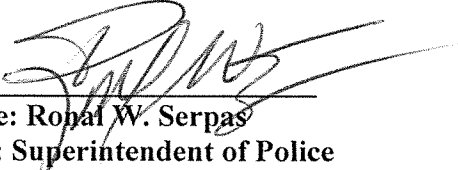

Name: Mitchell J. Landrieu
Title: Mayor

02/12/14
Date

FORM AND LEGALITY APPROVED:
Law Department

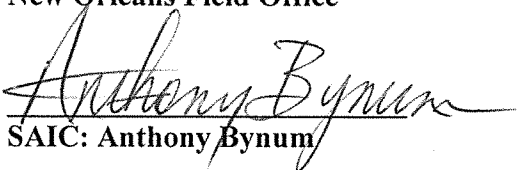
By: 
Printed Name: R. Dietz

New Orleans Police Department


Name: Ronald W. Serpas
Title: Superintendent of Police

1/16/14
Date

U.S. Secret Service
New Orleans Field Office


SAIC: Anthony Bynum

1/15/14
Date

U.S. Secret Service, Office of Investigation
Asset Forfeiture Division

SAIC – Asset Forfeiture Division

Date