

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into an agreement with
2 the United States Secret Service (USSS); and
3
4 WHEREAS, this agreement establishes the procedures and responsibilities of both the SPPD and the
5 USSS for the reimbursement of certain overtime costs and other approved expenses directly relating to
6 SPPD's participation in the U.S. Secret Service's Financial Crimes Task Force in conducting official
7 investigations; and
8
9 THEREFORE BE IT RESOLVED, that the council approves entering into and authorizes Chief Thomas
10 E. Smith to implement the attached agreement with the United States Secret Service.
11

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**



Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAINT PAUL POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Saint Paul Police Department (SPPD) and the United States Secret Service (USSS) 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 SPPD and the USSS 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 SPPD and the USSS 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 SPPD 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 Financial Crimes Task Force in conducting official investigations. The SPPD 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 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 U.S. Secret Service 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 U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Asset Forfeiture 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 Financial Crimes Task Force, the SPPD will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to work with 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 SPPD 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 (3) years, whichever ever 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 SPPD, 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 fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.

- (i) The SPPD 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 SPPD 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 SPPD and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Minneapolis Field Office

Saint Paul Police Department

SAIC Louis Stephens

Thomas E. Smith, Chief of Police

Date: _____

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

City Attorney

SAIC - Asset Forfeiture Division

Director of the Office of Financial Services

Date: _____

Mayor