

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
THE UNITED STATES SECRET SERVICE**

The Lexington-Fayette Urban County Government and the United States Secret Service (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 Lexington-Fayette Urban County Government and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056, and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, 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 U.S.C. § 9705 (a)(1)(I)(hereinafter “overtime costs and other expenses”).

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Lexington-Fayette Urban County Government and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The Lexington-Fayette Urban County Government may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Lexington-Fayette Urban County Government will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based

solely upon overtime worked and other expenses performed on behalf of the Secret Service CFTF.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF 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 Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Secret Service CFTF, the Lexington-Fayette Urban County Government will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (e) The Lexington-Fayette Urban County Government shall permit and have readily available for examination and auditing by the Secret Service, the U.S. 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 is sooner.
- (f) Payments may be made to the extent they are included in the 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 Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Lexington-Fayette Urban County Government, 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 Lexington-Fayette Urban County Government shall provide the 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 Lexington-Fayette Urban County Government wants the Electronic Funds transfer (EFT) payment deposited for the

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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 Lexington-Fayette Urban County Government and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Louisville Field Office

Lexington-Fayette Urban County Government

SAIC Robert Holman

Chief Lawrence Weathers

Date: _____

Date: _____

U.S. Secret Service
Criminal Investigative Division

Lexington-Fayette Urban County Government

SAIC

Mayor Linda Gorton

Date: _____

Date: _____