

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND FORT BEND COUNTY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by Fort Bend County (herein referred to as "County"), a body corporate and politic, acting through the Fort Bend County District Attorney's Office (NCIC CODE #TX079015A) and Immigration and Customs Enforcement (ICE), HSI Houston for the purpose of the reimbursement of costs incurred by the County 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 Houston, with the participation of the Fort Bend County District Attorney's Office, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Fort Bend County District Attorney's Office shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Fort Bend County District Attorney's Office shall provide HSI Houston 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 County may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI Houston, performed by its officer(s) assigned to this joint operation. In addition, the County 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 Houston.

The County **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 County 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 can be sent via email to TFFVendors@cbp.dhs.gov or can be mailed to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Drive, Suite 100
INDIANAPOLIS, IN 46278

If any changes occur in the County'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 County must submit to HSI Houston 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 County 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 County will submit all requests for the reimbursement of joint operations' expenses to HSI Houston, at the following address: 4141 N. Sam Houston Parkway East, Suite 300, Houston, Texas 77032, Attn: Supervisory Special Agent Jennifer Havies, 281-985-0583. These requests can also be hand delivered to Ms. Havies.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The County 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 interlocal government agreement between HSI Houston and the County, and is not intended to confer any right or benefit to any private person or party.

Signatures:



Mark Dawson
Special Agent in Charge

Robert Hebert
County Judge Houston, Texas
Fort Bend County, Texas

Date: 1/24/17

Date: _____

ATTEST:

Laura Richard, County Clerk

Reviewed by:

John F. Healy, Jr, District Attorney
Fort Bend County, Texas