



**U.S. Immigration
and Customs
Enforcement**

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT AND THE Tom Green County Sheriff's Office FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEIT FUND.

This Agreement is entered into by the Tom Green County Sheriff's Office and U.S. Immigration and Customs Enforcement (ICE), SAC Dallas for the purpose of the reimbursement of costs incurred by the Tom Green County Sheriff's Office in providing resources to joint operations/task forces.

Payments may be made to the extent they included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeit 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 ICE SAC Dallas, with the participation of the **Tom Green County Sheriff's Office** until terminated, in writing by either party.

V. TERMS, CONDITIONS AND PROCEDURES

A. Assignment of Officer (s)

To the maximum extent possible, the **Tom Green County Sheriff's Office** shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, **Tom Green County Sheriff's Office** shall provide the ICE SAC Dallas with the names, titles, last four digits of SSN's, 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 **Tom Green County Sheriff's Office** may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Dallas, performed by its officer (s) assigned to this joint operation. In addition, the **Tom Green County Sheriff's Office** 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 the ICE SAC Dallas.

The Tom Green County Sheriff's Office **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, Tom Green County Sheriff's Office 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
6026 Lakeside BLVD.
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 Tom Green County Sheriff's Office must submit to ICE SAC Dallas the TEOAF Form "Local, County and State Law Enforcement Agency request for Reimbursement of Joint Operations Expenses (Invoices)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. **Tom Green County Sheriff's Office** 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. **Tom Green County Sheriff's Office** will submit all requests for reimbursement of joint operations' expenses to ICE SAC Dallas, at the following address:

DHS/ICE/SAC Dallas
ATTN: Joint Operations Coordinator/Mission Support
125 E. John Carpenter Freeway, Suite 800
Irving, Texas

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. Tom Green County Sheriff's Office 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 the ICE SAC Dallas and the **Tom Green County Sheriff's Department**, and is not intended to confer any right or benefit to any private person or party.



A handwritten signature in black ink, appearing to read 'J. Chakwin', written over a horizontal line.

John Chakwin
Special Agent in Charge
DHS/ICE /SAC Dallas

Date: _____

Date: 2-26-08