

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
HOMELAND SECURITY INVESTIGATIONS
AND
WEBB and ZAPATA COUNTY DISTRICT ATTORNEY'S OFFICE
FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by Webb and Zapata County District Attorney's Office, a political subdivision of the State of Texas and Homeland Security Investigations (HSI), Special Agent in Charge (SAC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by Webb and Zapata County District Attorney's Office in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the HSI 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 U.S.C. § 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 U.S.C. § 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This Agreement is valid for all joint investigations led by HSI, SAC San Antonio, Texas, with the participation of Webb and Zapata 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, Webb and Zapata County District Attorney's Office shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, Webb and Zapata County District Attorney's Office shall provide the HSI, SAC San Antonio, Texas 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. Webb and Zapata County District Attorney's Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI, SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, Webb and Zapata County District Attorney'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 HSI, SAC San Antonio, Texas.

Webb and Zapata County District Attorney'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, Webb and Zapata County District Attorney'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 Webb and Zapata County District Attorney's Office 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, Webb and Zapata County District Attorney's Office must submit to HSI, SAC San Antonio, Texas 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. Webb and Zapata County District Attorney'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 \$15,000.00 per officer per fiscal year.

6. Webb and Zapata County District Attorney's Office will submit all requests for the reimbursement of joint operations' expenses to HSI, ATTN: Cynthia Landin / Mission Support Specialist, 109 Shiloh Drive, Suite 200, Laredo, Texas (956)753-4800, ext. 4674.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. Webb and Zapata County District Attorney'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 HSI, SAC San Antonio and Webb and Zapata County District Attorney's Office, and is not intended to confer any right or benefit to any private person or party.

ADDITIONAL MISCELLANEOUS PROVISIONS

IX. CHOICE OF LAW AND VENUE

This agreement shall be governed by and construed in accordance to the laws of the State of Texas and shall be enforced in Webb and Zapata County. Further, it is understood and agreed that this Agreement will not be subject to arbitration.

X. INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, remain in effect.

XI. NOTICES

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return-receipt requested, postage prepaid.

XII. AMENDMENTS

No such changes to this Agreement shall be made except upon written agreement of both parties.

XIII. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice to other party.

XIV. WAIVER

The failure on the part of any party to exercise delay in exercising, and on course of dealing with respect to any right hereunder shall operate as waiver thereof; nor shall any single or partial exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity, except as expressly set forth herein.

XV. TERMINOLOGY AND DEFENITIONS

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.


XVI. RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

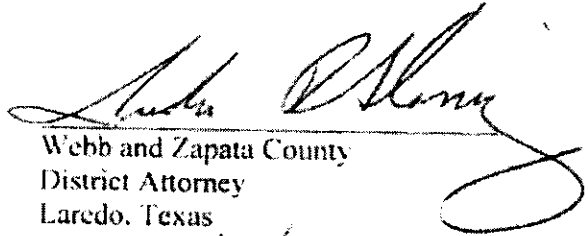
XVII. LEGAL COMPLIANCE

The parties agree to comply with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the services contemplated in this agreement.

Signatures:


Special Agent in Charge
Homeland Security Investigations
San Antonio, Texas

Date: 3/9/12


Webb and Zapata County
District Attorney
Laredo, Texas

Date: 1/5/2012