



I-09-003

Contract # 5221
(obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

FILED
FEB 24 2009
CITY CLERK
CITY OF SHORELINE

CONTRACT DESCRIPTION

Originator: Shewers, J. **Routed by:** _____

Department/Division: _____ **Date:** _____

Type of Contract:

<input type="checkbox"/> (A) Addendum/Change Order	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (S) Purchase of Services	
<input type="checkbox"/> (L) Lease Agreement	<input checked="" type="checkbox"/> (I) Intergov't Agreement	

CONTRACT TITLE: Memorandum of Understanding

Brief Description of Services: _____

Contract Modification: Has the original contract boilerplate language been modified? Yes No

If yes, list which sections have been modified: _____

Bid/RFP Number: _____

Name of Consultant/Contractor: U.S. Secret Service

Effective Date: _____ **Termination Date:** _____

Total Amount of Contract (including reimbursable expenses): _____

Org Key – Obj Number: _____	Amount: _____	J/L Number (if required): _____
Org Key – Obj Number: _____	Amount: _____	J/L Number (if required): _____
Org Key – Obj Number: _____	Amount: _____	J/L Number (if required): _____
Org Key – Obj Number: _____	Amount: _____	J/L Number (if required): _____

Budget: Are there sufficient funds in the current budget to cover this contract? Yes No

If no, where are the additional funds coming from? _____

Payment Terms (monthly installments, progress payments, etc.): _____

Remarks: _____

SIGNATURE ROUTING

<input type="checkbox"/> 1. Project Manager/Director _____	<input type="checkbox"/> 6. City Council approval (if required) _____
<input type="checkbox"/> 2. Risk Management/Budget _____	<input type="checkbox"/> 7. City Manager _____
<input type="checkbox"/> 3. City Attorney _____	<input type="checkbox"/> 8. City Clerk _____
<input type="checkbox"/> 4. Send to Consultant for signature (only contract documents) _____	<input type="checkbox"/> 9. Originating Department _____
<input type="checkbox"/> 5. Department Director _____	

2-24-09 RB

PRIOR TO EXECUTION – MUST BE ATTACHED

For Public/Small Works Contracts:	For Service Contracts:
<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> Certificate of Insurance	
<input type="checkbox"/> W-9 Form	

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

The Shoreline Police Department 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 Shoreline Police Department 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 Shoreline Police Department 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 Shoreline Police Department 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 Electronic Crimes Task Force in conducting official investigations. The Shoreline Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Electronic Crimes 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 Electronic 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.

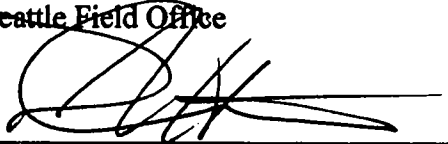
- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Electronic Crimes Task Force, the Shoreline Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to 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 Shoreline Police Department 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, which 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 Shoreline Police Department, 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 Shoreline Police Department 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 Shoreline Police Department 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 Seattle Field Office and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Seattle Field Office



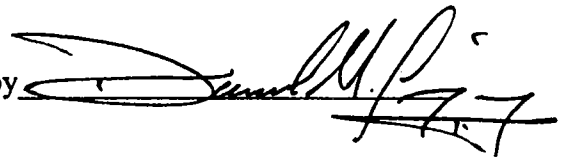
SAIC David Iacovetti

Date: 1/14/09

For:  For: _____
SAIC John Large
U.S. Secret Service, Office of Investigations
Criminal Investigative Division

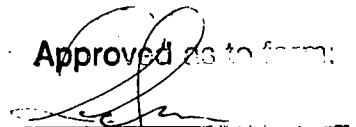
Date: 3-3-09

Shoreline Police Department
Chief Daniel Pingrey

by 

Date: 02/24/09

Approved as to form:


Shoreline City Attorney