

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF NORTH PORT, FLORIDA, ON BEHALF OF THE NORTH PORT POLICE DEPARTMENT AND THE UNITED STATES SECRET SERVICE

The City of North Port, Florida on behalf of The North Port Police Department (NPPD) 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 NPPD 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 also 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 NPPD and the Secret Service for:

- (a) Secret Service Digital Evidence Forensic Laboratory (DEFL) Forensic Partners**
- (b) Reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705**
- (c) Deputation of law enforcement officers as Secret Service Task Force Officers (TFOs)**
- (d) Access to Secret Service systems and/or unescorted access to Secret Service facilities**

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III. DEFINITIONS

- (i) CFTFs are a partnership between the Secret Service and its members from private industry, State, local, tribal, and territorial (SLTT) and Federal law enforcement agencies, Federal and State prosecutors, and academia. The mission of the CFTFs is to prevent, detect, and mitigate complex cyber-enabled financial crimes, with the goal of arresting and convicting the most harmful perpetrators. CFTFs effectively leverage the collective expertise of a range of key stakeholders necessary to combat cybercrime.
- (ii) Digital Evidence Forensic Labs (DEFLs) are access controlled spaces within Secret Service field offices, where Secret Service Digital Forensics (DF) and partner examiners conduct forensic examinations and acquisitions of digital devices to be used for evidentiary purposes.
- (iii) Task Force Members (TFMs), both law enforcement and non-law enforcement personnel, are assigned to Secret Service CFTFs and/or DEFLs. TFMs participate in Secret Service CFTF investigative and outreach activities.
- (iv) Task Force Officers (TFOs) are law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs. TFOs are certified law enforcement officers deputized by the United States Marshals Service (USMS) who are authorized to carry a firearm, have Secret Service issued Federal law enforcement credentials, and are authorized to perform federal law enforcement functions only as outlined in 18 United States Code (U.S.C.) § 3056, Powers, authorities, and duties of United States Secret Service. TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force policies.
- (v) Task Force Participants (TFP) are representatives of academia who participate in joint projects (e.g., research and development) with Secret Service CFTFs, or private sector companies who participate in information sharing (e.g., tactics, techniques, and procedures, and other cybersecurity communications) with Secret Service CFTFs.
- (vi) Forensic Partners are law enforcement agency TFMs or TFOs who are either trained and equipped by the National Computer Forensics Institute (NCFI) or equivalent. Forensic Partners are assigned to Secret Service to DEFLs and use Secret Service tools and resources.
- (vii) Federal Investigative Standards (FIS) established requirements for conducting background investigations to determine eligibility for logical and physical access, suitability for U.S. Government employment, fitness to perform work for, or on behalf of, the U.S. Government as a contract employee, and eligibility for access to classified information or to hold a sensitive position. FIS are governed by the U.S. Office of Personnel Management, Federal Investigative Services, and adjudicated by the Secret Service, Office of Human Resources, Chief Security Officer.

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IV. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

(a) DEFL Forensic Partner Status (TFO and TFM)

Law enforcement agency personnel assigned to Secret Service DEFLs may be eligible to receive a Forensic Partner status. The Forensic Partner status is granted by the Secret Service to authorize TFOs or TFMs to use Secret Service DEFL tools and resources and to perform digital forensics on behalf of the Secret Service and on behalf of their law enforcement agency.

Forensic Partners are assigned to a Secret Service DEFL supervisor. Forensic Partners and are subject to Secret Service Digital Forensics (DF), Evidence, Court Testimony, and other policies and procedures applicable to the Secret Service DEFL, when conducting exams in the Secret Service DEFL or using Secret Service tools and other applicable policies.

To receive a Secret Service Forensic Partner status NPPD must:

- (i) Be available for a period of three (3) years to assist the Secret Service in the event of a large-scale cyber incident targeting Critical Infrastructure within their state.
- (ii) Be able to assist the Secret Service with digital forensics examinations when requested by the DEFL supervisor.

(b) Reimbursement of Overtime and Other Expenses

- (i) The NPPD 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 NPPD 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.
- (ii) 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.
- (iii) 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).
- (iv) During the period of assignment to the Secret Service CFTF, the NPPD will remain responsible for establishing the salary and benefits, including overtime of the officer(s)

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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.

- (v) The NPPD 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.
- (vi) 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 NPPD, could change at any time.
- (vii) 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.
- (viii) This document does not obligate funds. Funding authority will be provided through other documents.
- (ix) The NPPD 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 NPPD 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.

(c) Special Deputy Status (TFO)

SLTT law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs may be eligible to receive a Special Deputy status. The Special Deputy status is sponsored by the Secret Service and granted by the USMS to authorize TFOs to carry a firearm, have Secret Service issued Federal law enforcement credentials, and to perform federal law enforcement functions on behalf of the Secret Service and only as outlined in 18 U.S.C. § 3056.

TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force and other applicable policies.

To receive Special Deputy status as a Secret Service CFTF TFO, NPPD Officers must:

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- (i) Be employed by a law enforcement agency with full-time statutory law enforcement responsibility with general arrest authority (this includes civilian security officers employed on military installations and assigned the responsibility to enforce federal law).
- (ii) Be United States citizen.
- (iii) Possess at least one year of law enforcement experience with NPPD and must have successfully completed a basic law enforcement training program.
- (iv) Not have been “convicted in any court of a misdemeanor crime of domestic violence,” as per 18 U.S.C. § 922(g)(9) (also known as the Lautenberg Amendment).
- (v) Have successfully qualified with an authorized firearm on an approved course of fire within six months of date of application.
- (vi) Be subject to Secret Service Use of Force policies.
- (vii) Must have copy of a National Law Enforcement Telecommunications System (NLETS) message submitted by NPPD to the Transportation Security Administration (TSA) on their behalf and receives an eight-character Unique Alphanumeric Identifier (UAI) from TSA to be able to travel armed on commercial airlines provided. Must also carry their USMS deputation forms and present them to TSA along with the UAI message.

(d) Access to Secret Service Systems and/or Unescorted Access to Secret Service Facilities

- (i) NPPD TFOs can access Secret Service facilities unescorted, provided they first successfully attain FIS Tier 1 clearance authorized by the Secret Service Chief Security Officer.
- (ii) NPPD TFOs can access Secret Service systems, provided they first successfully attain FIS Tier 4 clearance authorized by the Secret Service Chief Security Officer.
- (iii) NPPD TFOs with access to Secret Service systems and/or unescorted access to Secret Service facilities is subject to applicable Secret Service policies.

Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Secret Service shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual’s race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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V. REVISIONS

The terms of this MOU may be amended upon the written approval of both the NPPD and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Tampa Field Office

City of North Port, Florida

SAIC Robert W. Engel

Mayor Barbara Langdon

Date: _____

Date: _____

U.S. Secret Service
Criminal Investigative Division

Attest

SAIC William M. Mancino

Heather Faust, MMC
City Clerk

Date: _____

Approved to as to Form and Correctness

Amber Slayton B.C.S
City Attorney