

**CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 71  
Series of 2018**

**TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHEAT RIDGE AND THE UNITED STATES SECRET SERVICE FOR MEMBERSHIP IN THE COLORADO ELECTRONIC CRIMES TASK FORCE**

**WHEREAS**, the City of Wheat Ridge, Colorado (the "City"), acting through its City Council ("Council"), is a home rule municipality with statutory and constitutional authority to enact ordinances and enter into agreements for the protection of the public health, safety and welfare; and

**WHEREAS**, pursuant to C.R.S. § 29-1-203, the City is authorized to enter into cooperative agreements with other governmental entities to provide and receive certain functions and services; and

**WHEREAS**, the United States Secret Service (USSS) has proposed a memorandum of understanding with the City to provide an avenue for potential reimbursement of overtime costs and other expenses directly related to work performed by City officer(s) assigned to assist the USSS's Colorado Electronic Crimes Task Force (CECTF); and

**WHEREAS**, the City Council finds that the potential reimbursement of such costs and expenses is wise to authorize and pursue, even if federal funding is not guaranteed, and therefore wishes to approve the MOU; and

**WHEREAS**, Section 14.2 of the Wheat Ridge Home Rule Charter authorizes the Council, acting by resolution or ordinance, to enter into agreements with other governmental units for the furnishing and receiving of commodities and services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheat Ridge, Colorado, as follows:

The attached memorandum of understanding between the City of Wheat Ridge and the United States Secret Service for membership in the Colorado Electronic Crimes Task Force, is hereby approved.

**DONE AND RESOLVED** this 10 day of December, 2018.

*[Handwritten signature of Bud Starker]*

Bud Starker, Mayor

ATTEST:

*[Handwritten signature of Janelle Shaver]*  
\_\_\_\_\_  
Janelle Shaver, City Clerk  
*[Handwritten signature of Robin Ertan]*  
Robin Ertan, Deputy City Clerk



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WHEAT RIDGE AND  
THE UNITED STATES SECRET SERVICE**

The City of Wheat Ridge, Colorado ("City") and its 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 City and the USSS or upon 30 day written notice by either party to this agreement. This MOU does not supersede a previous 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 USSS to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States.

Additionally, 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 Wheat Ridge Police Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703. In addition, this MOU articulates the USSS's preference that Wheat Ridge Police Department personnel who are trained and equipped at the National Computer Forensic Institute (NCFI) be made available for a three (3) year period to assist the USSS in the event of a large-scale cyber attack against a sector of the Critical Infrastructure within their state.

**III. BACKGROUND**

While the Secret Service leads this innovative effort, the agency believes in partnerships with strong emphasis on prevention and education, in addition to traditional law enforcement measures. The Secret Service will combine with other task force partners to provide resources and investigative techniques to the ECTF mission, as well as facilitating and administering task force operations. Other law enforcement agencies bring additional criminal enforcement jurisdiction, resources, manpower, and expertise to

the ECTF mission. Representatives from private industry and academia also enhance the mission by bringing a wealth of technical expertise and research capabilities.

The Colorado Electronic Crimes Task Force (CECTF) mission is to establish a strategic alliance of Federal, State, and Local law enforcement agencies, private sector technical experts, prosecutors, academic institutions, and private industry in order to confront and suppress technology-based criminal activity that endangers the integrity of our Nation's financial payment systems and poses threats against our Nation's critical infrastructure.

The ultimate goal of the CECTF is to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants can be combined to effectively and efficiently to make a significant impact on electronic (cyber) crimes.

#### **IV. RESPONSIBILITIES**

**The parties agree to the following conditions:**

- (a) The Wheat Ridge 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 CECTF in conducting official investigations. The Wheat Ridge Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's CECTF Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service's CECTF.
- (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 CECTF 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 CECTF 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 CECTF, the Wheat Ridge 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 Wheat Ridge 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, whichever 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 Wheat Ridge 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 Wheat Ridge 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 Wheat Ridge 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.
- (j) The Wheat Ridge Police Department is strongly encouraged to make its personnel who are trained and equipped at the National Computer Forensic Institute (NCFI) available to assist the USSS in the event of a large-scale cyber attack against a sector of the Critical Infrastructure within their state. The USSS contemplates that Wheat Ridge Police Department will provide this assistance for a period of at least three (3) years after its employee completes his NCFI training.

#### **V. POINTS OF CONTACT:**

The U.S. Secret Service's CECTF Supervisor shall serve as the primary point of contact. The Supervisor of the CECTF, 5619 DTC Parkway, Suite 400, Greenwood Village, CO 80111 can be reached at 303-850-2700.

The Wheat Ridge Police Department's Investigations Bureau Commander shall serve as the primary point of contact. The Investigations Bureau Commander of the Wheat Ridge Police Department 7500 W. 29<sup>th</sup> Ave. Wheat Ridge, CO 80033 can be reached at (303) 235-2949.

**VI. OTHER PROVISIONS:**

Nothing in this Agreement is intended to conflict with federal law or the directives of the DHS or the Wheat Ridge Police Department. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in effect.

**VII. EFFECTIVE DATE:**

The terms of this Agreement will become effective on December 3, 2018.

**VIII. MODIFICATIONS:**

The terms of this Agreement may be amended upon mutual written consent of both the U.S. Secret Service's Colorado Electronic Crimes Task Force and the Wheat Ridge Police Department.

\_\_\_\_\_  
SAIC John A. Gullickson

U.S. Secret Service  
Denver Field Office

Date: \_\_\_\_\_

*Bud Starker*  
\_\_\_\_\_  
Bud Starker, Mayor

Date: 12-10-18

ATTEST:

*Janelle Shaver*  
\_\_\_\_\_  
Janelle Shaver, City Clerk  
*Robin Esten*  
Robin Esten, Deputy City Clerk

\_\_\_\_\_  
SAIC  
U.S. Secret Service  
Criminal Investigative Division

Date: \_\_\_\_\_

