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Council of the
INSPECTORS GENERAL
on INTEGRITY and EFFICIENCY

JAN 31 2014

Via email

Re: Your Freedom of Information Act Appeal 6330-2013-36 (re: Request 6330-2013-31)

This is in response to your Freedom of Information Act (FOIA) appeal to the Council of the Inspectors General on Integrity and Efficiency (CIGIE), dated July 31, 2013. On November 7, 2013, the Chair responded to your FOIA appeal granting it in part and denying it in part. The Chair determined that material in the sample MOU could be reasonably segregated and released.

Enclosed are six pages of the sample MOU. This material is being released in full.

This is the final agency decision per 5 C.F.R. § 9800.10(j). You may seek judicial review of this decision in the United States District Court for the judicial district in which you reside or have your principal place of business, or in the District of Columbia, pursuant to 5 U.S.C. § 552(a)(4)(B).

Sincerely,



Mark D. Jones
Executive Director

Enclosure

**Sample Memorandum of Agreement for
Sharing of Law Enforcement Personnel Among Offices of Inspector General**

Purpose: The following pages are provided for members of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) as a sample Memorandum of Agreement (MOA) for when sharing special agents pursuant to the Attorney General Order No. 3168-2010. In developing an MOA for this purpose, each OIG should consider what portions of the template are unnecessary and what other information should be documented consistent with the individual OIG's unique mission, circumstances, and department or agency. Use of this sample MOA, in whole or in part, is at the discretion of the participating OIGs.

Background: On June 28, 2010, the Attorney General (AG) issued AG Order No. 3168-2010, authorizing the sharing of agents among certain Offices of Inspector General (OIGs). On November 16, 2010, the Council of the Inspectors General for Integrity and Efficiency (CIGIE) adopted procedures governing the sharing of agents pursuant to the AG Order.

The sample MOU was initially developed by the Council of Counsel to the Inspectors General (CCIG) as requested from the CIGIE Investigations Committee.

Should you have any questions or thoughts on improving this template, please contact the Chair of the Investigations Committee.

MEMORANDUM OF AGREEMENT

1. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to establish terms and conditions governing assistance, in the form of temporarily detailed special agents provided by _____ Office of Inspector General (the "Assisting OIG") to _____ Office of Inspector General (the "Requesting OIG"). This detail will be of special agents who are authorized under subsection 6(e)(1)(C) of the Inspector General Act of 1978 as amended, 5 U.S.C. App. 3, to assist in the seeking and execution of warrants, issued under the Authority of the United States, for arrest, search of premises, or seizure of evidence. The Assisting OIG and Requesting OIG will collectively be referred to as the "Parties."

2. AUTHORITY

The authority for the Parties to enter into this MOA is as follows:

A. Section 6(a)(9) of the Inspector General Act of 1978, 5 U.S.C. App. 3, as amended.

B. Attorney General Order No. 3168-2010, dated June 28, 2010 (the "AG Order").

C. The Procedures to Obtain Assistance from Another OIG in the Execution of Search and Arrest Warrants, as adopted by the Council of Inspectors General for Integrity and Efficiency on November 16, 2010 (the "CIGIE Procedures"), as such Procedures may be amended from time to time.

D. The Economy Act, 31 U.S.C. § 1535, as amended.

E. To the extent that the detail will be provided on a reimbursable basis, Treasury Financial Manual (TFM) Bulletin No. 2011-04 (<http://www.fms.treas.gov/factsi/manuals/tfm-bulletin-2011-04.pdf>).

3. SCOPE OF WORK

The scope of work is set forth in Attachment A to this MOA. *[Note: Attach written request from Requesting OIG, as signed by the Assisting OIG, outlined in sections III.b and III.c of the CIGIE Procedures.]* As set forth in section 3 of the AG Order, the assistance provided by the detailed agents will only be for the purposes of supporting a specified search or arrest operation, not for other investigative activities. By entering into this agreement, the authorizing official for the Assisting OIG certifies that the activities detailed in the scope of work fall within the scope of employment of the detailed agent(s). Attachment B to this MOA represents a logistical planning document to assist OIGs organize the detail.

4. DURATION OF AGREEMENT, AMENDMENTS AND TERMINATION

- a. This MOA will become effective when signed by all Parties. The MOA will terminate on _____ [insert DATE], but may be amended or extended at any time by mutual written consent of the Parties. As set forth in section 3 of the AG Order, the assistance generally should not exceed five days.
- b. Either party may terminate this MOA by providing written notice to the other party. Unless impracticable, at least five days notice should be provided to the other party.

5. RESPONSIBILITIES OF PARTIES

- a. As set forth in section 2 of the AG Order, detailed personnel will operate under the authority and direction of the Requesting OIG. However, detailed personnel will comply with the policies and procedures of the Assisting OIG unless they are specifically instructed otherwise by the Requesting OIG. [Note: If Requesting OIG's policies and procedures apply, consider attaching a copy as Attachment C to this MOA.]
- b. At the conclusion of a detail and upon request from the Assisting OIG, the Requesting OIG will provide the Assisting OIG with a description of the detailed special agent's or agents' time worked and performance.

6. REIMBURSEMENT

The Parties agree that the provision of special agents will ___ or will not ___ be on a cost reimbursable basis.

Initialed by: ____ Assisting OIG ____ Requesting OIG
--

If detail is not on a reimbursable basis, by executing this Agreement, the parties have determined that the detail would [check one of the following]: ___ have a negligible impact on the Parties' appropriations or ___ involve a matter related to the Assisting OIG's appropriations and which would aid the Assisting OIG in accomplishing the objects of its appropriations.

If detail is not on a reimbursable basis, omit or strike through clauses 6a through 6c.

a. Economy Act Findings (Reimbursable Agreements Only)

As required by the Economy Act, the Assisting OIG has determined that it is able to provide the detailed special agents, and the Requesting OIG has determined: (1) that funds are available for the requested service, (2) this MOA is in the best interest of the United States Government, and (3) that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

b. Invoicing and Payment of Costs (Reimbursable Agreements Only)

- i. The Parties have agreed that the hourly rates of the agents detailed from the billing OIG will be as follows: _____ [Note: insert rate(s) or attach schedule showing rate per agent detailed. Consider whether to use

simple hourly rates (annual salary divided by number of hours worked) or a rate that also reflects benefits and/or overhead and other indirect costs.]

- ii. The Parties will exchange all information necessary to meet the requirements of TFM Bulletin 2011-04.
- iii. At the conclusion of the project outlined in the Scope or Work, the Assisting OIG will submit a worksheet of costs incurred as support for the Department of Treasury's Intra-Governmental Payment and Collection (IPAC) system to the Requesting OIG, itemizing costs incurred during performance of the services outlined in the Scope of Work. The Requesting OIG agrees to reimburse the Assisting OIG for the actual costs associated with the services provided under this Agreement, including but not limited to hourly costs of the personnel provided by the Assisting OIG, and any other costs incurred by the Assisting OIG, including costs of travel, provided such costs are consistent with the Federal Travel Regulations. Upon the request of the Requesting OIG, the Assisting OIG will provide supporting documentation regarding the costs incurred.
- iv. The Worksheet and any supporting documentation will be sent to the following contact person in the Requesting OIG:

[NAME]
[OFFICE]
[AGENCY]
[ADDRESS]
[E-MAIL]
[TELEPHONE NO.]

- v. Payment on a worksheet for costs incurred shall be made by means of the Department of the Treasury's IPAC system. The appropriation code for payment of these services is _____.
- c. Reimbursement of Costs if Agreement is Cancelled (Reimbursable Agreements Only)

If the MOA provides for reimbursement and is terminated pursuant to section 4, the Assisting OIG is authorized to collect actual costs incurred prior to termination plus any termination costs. The total value of the incurred and termination costs will not exceed \$ _____.

7. RESOLUTION OF DISAGREEMENTS

Nothing herein is intended to conflict with the current policies or directives of either party, and the Parties have determined that no such conflict exists or have made appropriate changes to this Agreement to address any conflicts.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the

area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If the Parties are unable to reach a resolution, they may attempt to resolve the dispute by following the procedures in TFM Bulletin 2011-04, Section VII - Resolving Intragovernmental Disputes and Major Differences.

8. ANTI-DEFICIENCY ACT

Nothing in this Agreement shall be construed in derogation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or to expend or obligate funds in excess or in advance of any appropriation.

9. POINTS OF CONTACT

For the Requesting OIG: [NAME], [TITLE], [ADDRESS], [PHONE NUMBER], [E-MAIL].

For the Assisting OIG: [NAME], [TITLE], [ADDRESS], [PHONE NUMBER], [E-MAIL]

10. THIRD PARTIES

This Agreement is only intended for the benefit of the Parties executing below, and is not intended to confer any right upon any other person, organization or entity, and no party, other than one of the executing Parties below, has any right to enforce any of the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates indicated below:

Requesting OIG:

By: _____
[signature]

[Title]

Print Name: _____

Date: _____

Assisting OIG:

By: _____
[signature]

[Title]

Print Name: _____

Date: _____

Memorandum of Agreement
Attachment B – Logistical Planning Document

Date of Operation:

Type of Operation:

Search Warrant Arrest Warrant Both

Location(s):

State and Municipality:

Synopsis of Investigation/Allegations:

Prosecuting Judicial District and Name of Prosecutor Notified:

Anticipated Other Law Enforcement Agencies Assisting:

Number of Agents Requested Per Location:

Estimated Number of Law Enforcement Officers Involved:

Risk Level:

Low Medium High

Subject(s) Criminal History:

No Yes (if yes please indicate if it involves violence, violence against law enforcement, or resisting arrest)

Special Skills or Equipment Needs:

Equipped GOVs Long Guns Entry Tools Computer Forensics
 Other (explain)