



COMMONWEALTH of VIRGINIA

Office of the Attorney General

Kenneth T. Cuccinelli, II
Attorney General

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November 26, 2013

Vienna Police Department
Attn: Col. James Morris, Chief
215 Center Street South
Vienna, Virginia 22180

Re: One-Time Asset Forfeiture Transfer

Dear Chief Morris:

On behalf of Attorney General Ken Cuccinelli, I am pleased to announce that your department has been approved for an asset forfeiture transfer based upon your submitted proposal in the amount of \$93,708.48.

We will be in touch after the Thanksgiving holiday with more details regarding how the transfer will be accomplished. We will prepare a Memorandum of Understanding (MOU) between your department and the Commonwealth of Virginia, Office of the Attorney General. The MOU will explain the exact amount and nature of the award approved by the U.S. Department of Treasury. Please note the award amount may differ from your department's original request.

Congratulations on the approval of your request.

Sincerely,

A handwritten signature in blue ink, appearing to read "John F. Childrey".

John F. Childrey
Deputy Attorney General
Public Safety and Enforcement Division
Office of the Attorney General of Virginia

MEMORANDUM OF UNDERSTANDING

COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL AND VIENNA POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 25th day of November, 2013, by and between the COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL ("Commonwealth" or "OAG") and the VIENNA POLICE DEPARTMENT ("Department").

1. **PURPOSE:** This Memorandum sets out the terms of an understanding between the OAG and the Department for the use of federal asset forfeiture funds to help provide supplemental financial support for the Departments immediate law enforcement needs as outlined in the proposal submitted to the OAG. The OAG will provide \$93,708.48 in federal asset forfeiture monies to the Department addressing the Departments' law enforcement need.
2. **TIME FRAME:** These funds shall be spent in no more than 24 months from receipt of transfer.
3. **BACKGROUND:** On May 7, 2012, Abbott Laboratories ("Abbott") entered into a plea agreement with the United States, pleading guilty to one count of violating Title 21, United States Code, Sections 331(a), 333(a)(1), 352(a), and 352(f)(1), related to the introduction and delivery into interstate commerce the misbranded drugs Depakote, Depakote ER, and Depakote Sprinkle. *United States v. Abbott Laboratories*, Case No. 1:12-CR-00026 (W.D. Va.) (Judgment entered October 2, 2012).
4. **PARTIES:** The OAG's Medicaid Fraud Control Unit was the lead investigative agency in the Abbott case. As a result of the plea agreement, the OAG was awarded an equitable share of asset forfeiture funds.

The Department submitted a proposal to the OAG for a law enforcement purpose on July 25, 2013.

5. **TERMS AND CONDITIONS:**
 - a. The OAG will directly transfer \$93,708.48 to the Department.
 - b. The Department will use the funding to purchase in-car recording system and software for all police vehicles in order to accurately document police-citizen contact, advance officer safety, strengthen court case testimony and improve field training.
 - c. The Department will abide by the signed Terms and Conditions submitted to the OAG on 07/25/2013.
 - d. The Department agrees to at all times be in compliance with the Agreement, Certification and Audit provisions of the United States Department of Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Guide/Greenbook)*.

e. All cash transfers must be used in accordance with the permissible use provisions of the *Greenbook* and as outlined in the proposal. The transfer will be reported on the Equitable Sharing Agreement and Certification form filed by both the OAG and recipient agencies.

f. The Department shall submit a progress report if requested by the OAG.

6. **SUPPLANTING:** The Department agrees that funds made available under this transfer will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for law enforcement activities related to CIT. Federal asset forfeiture funds must be used to supplement existing funds for program activities and must not replace funds that have been appropriated for the same purpose.

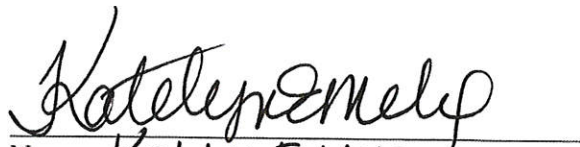
7. **RECORDKEEPING AND AUDITS:** The Department will maintain complete records concerning all requests for disbursements from the federal asset forfeiture fund, and all payments made from the fund, and report on the covered activities on an annual basis. The Department shall retain all books, records, and other documents relative to expenditures permitted by this MOU in accordance with record retention policy and/or Federal and State Auditing Guidelines. The OAG, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The Department will cooperate in any audit of the fund by the Virginia Auditor of Public Accounts or the United States Department of Treasury.

8. **PREVAILING LAW:** This MOU shall be construed, interpreted and enforced according to the laws of the Commonwealth of Virginia.

9. **MODIFICATIONS:** Any amendments to or modifications of this MOU must be in writing and signed by the parties.

Witness the following signatures:

**COMMONWEALTH OF VIRGINIA,
OFFICE OF THE ATTORNEY GENERAL**



Name: Katelyn E. Melo
Title: Director of Administration

12/5/2013

Date

VIENNA POLICE DEPARTMENT

Name:
Title:

Date