MEMORANDUM OF UNDERSTANDING

BETWEEN

THE U.S. DEPARTMENT OF THE TREASURY, OFFICE OF INTELLIGENCE AND ANALYSIS

AND

THE UNITED STATES SOUTHERN COMMAND

ARTICLE I PARTIES AND PURPOSE

- 1.1 This Memorandum of Understanding (MOU) establishes an agreement between the Department of the Treasury (Treasury), Office of Intelligence and Analysis (OIA) and the United States Southern Command (USSOUTHCOM), hereafter known as the Parties. This MOU sets forth the terms and conditions under which the Office of Intelligence and Analysis (OIA) may detail personnel on a reimbursable basis to USSOUTHCOM. The overall objective of this MOU is to strengthen the planning and operations of the Parties through improved coordination and joint actions enabling both Parties to carry out their missions more effectively.
- 1.2 This MOU provides for an OIA staff member to be detailed to Headquarters (HQs), at USSOUTHCOM, in Miami, Florida as a civilian member of the staff and sets forth the general relationship and responsibilities between the Parties. The Parties agree that the detailee's specialized and unique technical knowledge provides an essential contribution towards the fulfillment of USSOUTHCOM's mission.

ARTICLE II BACKGROUND

2.1 In 2008, Secretary of Defense has authorized the reorganization of USSOUTHCOM to become a more interagency-oriented organization. The command's efforts are one of the Top 25 Department of Defense Transformational priorities. Treasury and its component organizations, specifically OIA, have been identified as an essential element in the overall synchronization, coordination, and integration of interagency partners within USSOUTHCOM's Area of Responsibility (AOR). The OIA detailee to USSOUTHCOM will provide Treasury specific expertise, technical knowledge, and experience, to include information sharing links that can make an essential contribution toward the accomplishment of both OIA and USSOUTHCOM's mission.

ARTICLE III AUTHORITY AND SCOPE

3.1 This MOU is entered into pursuant to DoD Instruction 4000.19, Inter-service and Intergovernmental Support, dated Aug. 9, 1995, and under the authority of the Economy Act of 1932, as amended (Title 31 United States Code 1535(a)). This MOU adheres to and is in compliance with applicable Treasury rules and regulations.

ARTICLE IV SPECIFIC RESPONSIBILITIES OF THE PARTIES

4.1 OIA will:

- a. Identify and detail an experienced staff member (Intelligence Analyst, GS 13/14) to serve at HQ USSOUTHCOM. The detail will be for a period of two (2) years, with the option, upon mutual written consent of the Parties, to extend for an additional one-year period. The detail may be terminated upon the mutual written consent of both Parties.
- Authorize the detailee to serve as the primary point of contact for OIA in the USSOUTHCOM AOR, to establish direct liaison between the USSOUTHCOM and OIA.
- c. Be responsible for the administrative requirements of the detailee, to include payment of salary, benefits, allowances, OIA training cost, performance award(s), and medical costs.
- d. Be responsible for providing the official annual performance evaluation of the detailee.
- e. Ensure the detailee has a valid TOP SECRET security clearance with Sensitive Compartmented Information (SCI) access, and the training and means to ensure appropriate handling and dissemination of classified and sensitive information. At a minimum the prospective staff member must have a valid Top Secret Clearance and eligibility for SCI access, i.e. must meet Intelligence Community Directive (ICD) 704, dated October 1, 2008 criteria.
- f. Be responsible for providing any OIA specific technical automation and other equipment as required by the detailee to perform his/her OIA specific duties.
- g. Ensure the detailee is familiar and complies with USSOUTHCOM safety, security, and force protection guidelines.
- h. Be responsible for travel and expenses specifically directed by OIA.

4.2 USSOUTHCOM will:

- a. Reimburse OIA for services of the detailee, to include salary, benefits, allowances, official expenses, travel, permanent change of station (PCS) costs, training, performance award(s), and other associated mission support costs related to the detail to USSOUTHCOM. Subsequent funding agreements will set forth specific costs associated with this detail, in accordance with Article V below.
- b. Provide the detailee office space, office supplies and automations equipment (to include USSOUTHCOM SIPR/NIPR/JWICS accounts), supplies, and logistical support at the same level afforded to officers of equivalent pay grades assigned to USSOUTHCOM.
- c. Provide appropriate professional administrative support to the detailee.
- Fund training and associated costs necessary for the detailee's USSOUTHCOM-specific activities and training.
- Ensure the detailee is provided access to USSOUTHCOM safety, security, and force protection information and guidelines.

f. Provide written input to the designated OIA official for the detailee's annual performance evaluation.

ARTICLE V FUNDING AND ADMINISTRATIVE ARRANGEMENTS

5.1 This MOU does not result in the transfer of funds or other financial obligations between the Parties. Subsequent funding agreements will provide for reimbursement under the authority of the Economy Act, Title 31 U.S. Code 1535. These agreements will set forth the procedure and timing for the reimbursement. The detail under this MOU is subject to the availability of funds.

ARTICLE VI AMENDMENTS

6.1 This MOU may be amended at any time by written agreement between the Parties.

ARTICLE VII RESOLUTION OF DISAGREEMENTS

- 7.1 Nothing herein is intended to conflict with current and relevant statues, or Department of the Treasury, Department of Defense, or USSOUTHCOM, regulations or directives. If the terms of this MOU are inconsistent with existing regulations or directives of any of these agencies, then those portions that are deemed inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the MOU, all necessary changes will be accomplished either by an amendment to this MOU or by entering into a new agreement, whichever is deemed expedient to the interest of both Parties.
- 7.2 All conflicts related to the terms and conditions of this MOU shall be resolved by consultation between the Parties. Should disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be put in writing by the relevant disagreeing party and presented to the other party for consideration. Any such writing shall be directed to the Assistant Secretary, Office of Intelligence and Analysis, Department of the Treasury or the Director of Intelligence, USSOUTHCOM, as appropriate. If agreement on interpretation is not reached within 30 business days, those officials shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

ARTICLE VIII GOVERNING LAW

8.1 This MOU shall be governed and construed in accordance with U.S. federal statutes and regulations, notwithstanding any state conflict of laws statutes, practices or rules of construction.

ARTICLE IX IMPLEMENTATION

9.1 This MOU shall become binding and effective upon the last signature of authorized representatives of the Parties. The Parties agree that the USSOUTHCOM Director of Intelligence and OIA's

- Deputy Assistant Secretary, Intelligence Community Integration, have authority to sign on behalf of their respective organizations.
- 9.2 Both Parties agree that this MOU will be effective for a period of two (2) years, with the option, upon written agreement of both Parties, to extend its effectiveness in one-year increments not to exceed five (5) years.
- 9.3 An original of this MOU will be provided to both Parties.

ARTICLE X TERMINATION AND REVIEW

- 10.1 This MOU may be terminated upon mutual written agreement by the Parties to the other party by the undersigned or their successors. The Parties agree to give a 60-day notice of intent to terminate this MOU.
- 10.2 The Parties agree to review this MOU every year or sooner if mutually agreed, and make mutually agreed upon changes, if any.
- 10.3 Performance of this MOU by both Parties is made in good faith and with full expectation of both Parties being able to fully comply with its terms.

ARTICLE XI POINTS OF CONTACT

| 11.1 | U.S. Department of the Treasury. Office of Intelligence and Analysis: | | | | |
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| 11.2 | USSOUTHCOM: | | | | |
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SIGNATURES:

Dash Jamieson

Brigadier General, U.S. Air Force Director of Intelligence

United States Southern Command DEPARTMENT OF DEFENSE Michael Madon

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Deputy Assistant Secretary, IC Integration Office of Intelligence and Analysis

DEPARTMENT OF THE TREASURY

13 Aug 10 (Date)

(Date)

POSITION DESCRIPTION

DEPARTMENT OF THE TREASURY OFFICE OF INTELLIGENCE and ANALYSIS (OIA) ANALYST

at

UNITED STATES SOUTHERN COMMAND

- 1. Position/Title, Grade, Organization and Location:
 - A. Position/Title: Intelligence Research Specialist
 - B. Grade: GS 13/14, Department of Treasury (TREAS)
 - C. Organization: United States Southern Command (USSOUTHCOM)
 - D. Location: 3511 NW 91st Ave, Doral, Florida 33172
- 2. General Description of Duties: The OIA Intelligence Research Specialist serves within USSOUTHCOM as the U.S. Department of the Treasury (hereafter referred to as the Parent Agency) intelligence analyst and technical expert for matters related to their Parent Agency to the Commander and Staff of USSOUTHCOM and other organizations as appropriate. The position requires a comprehensive knowledge of the operation of the intelligence program of the Parent Agency and its relation to the national intelligence activity, an understanding of the functions and operations of other intelligence organizations. The position will serve within U.S. Southern Command's Intelligence Directorate providing all-source intelligence analysis support to U.S. government efforts to deny, disrupt, dissuade, deter or destroy terrorist or illicit trafficking related threats in the Command's area of responsibility (AOR).
 - A. 3. List of Duties: In conjunction with USSOUTHCOM and Intelligence Community analysts, produces all-source intelligence products to support the Command, the Parent Agency and the USG's ability to deny, disrupt, dissuade, deter or destroy terrorist or illicit trafficking related threats in the AOR.
 - Exploits, analyzes, and evaluates large volumes of threat finance related intelligence data.
 - b. Research, review, edit, plan, prepare, integrate and publish complex all-source threat finance related intelligence studies, estimates, briefings and information papers. Ensure production is timely, relevant, accurate and actionable.
 - c. Produces intelligence products including but not limited to: threat finance, terrorist/trafficker tactics, operational capabilities, terrorist/trafficker biographic profiles, threat network studies, and target packages.

- d. Identifies intelligence gaps and drafts collection requirements and requests for information; when appropriate, responds to requests for information from US interagency partners. As appropriate, ensures awareness and de-confliction of individual or specialized collection efforts for both agencies.
- e. Organizes and delivers briefings to senior US and Partner Nation officials.
- **B.** Serves as the senior OIA Intelligence advisor to USSOUTHCOM's Command and staff for all OIA related matters and issues. Keeps USSOUTHCOM abreast of Treasury efforts that may impact USSOUTHCOM's AOR and Area of Interest (AOI). Similarly, the OIA analyst will keep Treasury abreast of USSOUTHCOM efforts that may impact Treasury's interests.
- C. Serves within the USSOUTHCOM's headquarters and maintains productive coordination with Parent Agency personnel for consultation and coordination on operational matters.
- **D.** Additional duties as required include:
 - a. Provide advice and assistance to promote intelligence-gathering operations in response to foreign crises and other emergencies.
 - b. Attends the morning command center briefing as appropriate and support crises response planning organizations such as the joint planning group (JPG), operations planning group (OPG), operational planning team (OPT), or similar type group.
 - c. Provides the Parent Agency with USSOUTHCOM's perspectives to encourage understanding, coordination, and awareness of USSOUTHCOM's policies, plans, priorities, initiatives, concerns and operations.
 - d. Attends conferences, meetings, and planning sessions as appropriate.
 - e. Complies with all USSOUTHCOM regulations and procedures as applicable.
 - f. Coordinates with USSOUTHCOM Interagency Coordination Group (IACG) for administrative support or for other requirements in support of USSOUTHCOM.

4. Supervision Received

Reports to and receives day-to-day guidance as may be required from the Parent Agency and from the USSOUTHCOM Intelligence Directorate. USSOUTHCOM's Interagency Coordination Group within the Partnering Directorate serves as the primary facilitator to assist the Representative for in-processing and providing initial administrative support in order to effectively operate within USSOUTHCOM.

5. Organizational Representation

Represents the Parent Agency in dealings with USSOUTHCOM and other USG departments & agencies as allowed by the Parent Agency.

6. Travel

Travel may be required under conditions specified in DOD Joint Travel Regulations, to attend high-level meetings with USSOUTHCOM or other USG agencies to obtain resolution of problems and to gather information to assist in the decision process.

7. Policy Interpretations and Implementation

Responsible for advising the USSOUTHCOM leadership on the formulation of policy as to new or complex challenges related to interagency relationships, operations, and/or procedures.

8. Professional and Technical Leadership

Consults with and advises the USSOUTHCOM Commander and staff in the development of interagency plans and programs, including the review, study, and recommendation of approval or disapproval of applicable directives to provide timely accomplishment of USSOUTHCOM program objectives, and ensure conformity with USSOUTHCOM and higher authority policy.

A. QUALIFICATIONS:

- 1. Knowledge and skill in applying analytical and evaluative methods and techniques to provide USSOUTHCOM expertise;
- 2. Knowledge of pertinent laws, regulations, policies and precedents which affects SOUTHCOM AOR;
- Knowledge and skill in adapting analytical techniques and evaluation criteria to the measurement and improvement of program effectiveness and/or organizational productivity;
- 4. Skill in conducting detailed analyses of complex functions and work processes on planning for responding emergencies;
- 5. Ability to communicate clearly in writing and orally to effectively communicate;
- 6. Ability to develop working relationships with those inside and outside the organization, communicate issues, and write policy plans.

B. Security Clearance

Individual must have a TS/SCI security clearance.

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