



MEMORANDUM FOR:

LTC. Lewis Powers CDR, Commander
3rd Battalion 5th Special Forces Group (Airborne)
Fort Cambell, KY 42223

FROM:

Jim McGinley
Chief of Police
City of El Centro, California

DATE:

REFERENCE: Memorandum of Understanding for 3rd Battalion 5th Special Forces Group's (Airborne), Realistic Military Training (RMT) exercise, Granite Lion, to be conducted in Southern California during March and April of FY 2014.

1. As the Chief of Police of the city of El Centro California, I have been briefed on the 3rd Bn 5th SFG(A)'s exercise and approve the requested training for 2-11 April 2014.
2. I understand that this training will involve active duty members of our Armed Forces utilizing areas that have been coordinated for using blank and simulated (SIM) ammunition, no "live" ammunition will be utilized during the conduct of this exercise.
3. All activities in our City will be coordinated with a point of contact from this office prior to being conducted to eliminate any potential negative contact between our Law Enforcement Officers or the citizens of our City.
4. The point of contact for our office is Aaron Reel at 760-337-4519.

Jim McGinley, Chief of Police



El Centro Police Department

150 N. 11th Street, El Centro, CA 92243 (760) 352-2111 Fax (760) 353-7301

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION
AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW
ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT
OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the El Centro Police Department (NCIC Code # CA0130400) and Immigration and Customs Enforcement (ICE), SAC San Diego for the purpose of the reimbursement of costs incurred by the El Centro Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This Agreement is valid for all joint investigations led by ICE SAC San Diego, with the participation of the El Centro Police Department, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the El Centro Police Department shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the El Centro Police Department shall provide the ICE SAC San Diego with the names, titles, last four digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The El Centro Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Diego, performed by its officer(s) assigned to this joint operation. In addition, the El Centro Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC San Diego.

The El Centro Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. Reimbursement payments will not be made by check. To receive reimbursement payments, the El Centro Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 Lakeside Boulevard
Indianapolis, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the El Centro Police Department must submit to ICE SAC San Diego the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The El Centro Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The El Centro Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE SAC San Diego at the following address:

Immigration and Customs Enforcement
Homeland Security Investigations
Attn: Dan Camaclang
185 West "F" Street, Suite 600
San Diego, CA 92101

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Auditing Office, and other government designated auditors. The El Centro Police Department agrees to permit such audits and agrees to maintain all records relating to its transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE SAC San Diego and the El Centro Police Department and is not intended to confer any right or benefit to any private person or party.

Signatures:

Derek Benner
Special Agent in Charge
ICE SAC San Diego

Date: _____

Jim McGinley
Chief of Police
El Centro Police Department

Date: 12/18/13

**STATE OR LOCAL LAW ENFORCEMENT PERSONNEL
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE PROGRAM**

State or Local Agency: El Centro Police Department

OCDETF: Yes ☐ No ☒

OCDETF Investigation Number(s): _____

If Non-OCDETF, related HSI Case Number CA13WR13CA0291

The law enforcement personnel listed below are provided to assist with the above identified investigation. Any modification of the list of law enforcement personnel must be agreed to in writing by all of the parties to this Agreement and made a part of this Agreement.

	NAME	TITLE/RANK	O/T HOURLY WAGE RATE	BADGE NUMBER
1.	Robert Sawyer	Police Sergeant	\$56.81	317
2.	Cory Gustafson	Police Officer	\$43.39	366
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(If additional personnel are to assist, photocopy this page and insert in the request).

MEMORANDUM OF UNDERSTANDING

between
the

U.S. Immigration and Customs Enforcement (ICE)

and

El Centro Police Department

ICE OI Directives 05-006 and 05-007

I. Purpose

The above listed law enforcement agency and ICE agree that effective enforcement of the laws relating to ICE jurisdiction requires close cooperation and coordination between the two agencies, and have therefore entered into this agreement to govern the use of ICE designations by certain employees of your agency.

II. Agreement

There may be instances when it may be desirable on occasion for certain sworn law enforcement employees of your agency to be able to perform certain ICE duties. Pursuant to section 401(i), Tariff Act of 1930, as amended, (19 U.S.C. 1401(i), the Secretary of Homeland Security or his/her designee is authorized to designate persons as Customs Officers (Excepted) who are designated to perform the duties of an ICE Officer. The designated Customs Officers will have the authority to enforce "Customs" laws. This agreement does not grant the designated Customs Officers the authority to enforce "Immigration" laws.

The forms and authorities referenced herein may be renamed or replaced by ICE without prejudice to this agreement.

The two agencies have, therefore, entered into an agreement as follows:

A. The U.S. Immigration and Customs Enforcement agrees:

1. *to designate certain employees of your agency as Customs Officers (Excepted), without additional compensation, to perform the duties shown on the attached "Designation, Customs Officer" form (which is hereby made part of the agreement);*
2. *to provide appropriate training in Customs laws, policies, and procedures to the designated employees;*
3. *to issue a "Designation, Customs Officer," as described in A1 above to each qualified employee;*
4. *to advise your officers regarding any court proceedings that question any seizures or arrests that are made in accordance with this agreement;*
5. *to process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to local law officers acting pursuant to this agreement, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. 8101, et. seq.):*