

PUBLIC SAFETY COMMITTEE

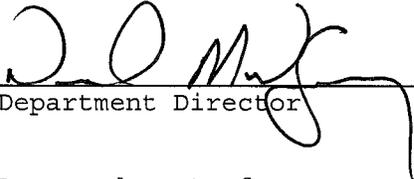
12-0394R

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT FOR PARTICIPATION IN THE STATE AND LOCAL OVERTIME (SLOT) REIMBURSEMENT PROGRAM AND FURTHER AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT MONIES FOR OVERTIME AND RELATED EXPENSES.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a memorandum of understanding, substantially the same as that on file with the office of the city clerk as Public Document No. _____, with the U.S. immigration and customs enforcement (ICE) for the reimbursement of overtime salaries and related expenses incurred by the Duluth police department in a joint law enforcement operation with ICE, said reimbursement monies to be deposited in Fund No. 110-160-1610-4209-02 (General Fund, Police Department, Administration & Investigation, Direct Federal Grants Operating).

Approved:



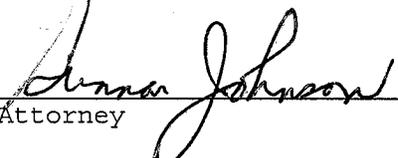
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY TLL:dma 07/31/2012

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the Duluth police department to enter into a Memorandum of Understanding with the U.S. Immigration and Customs Enforcement (ICE) for participation in the State and Local Overtime (SLOT) reimbursement program. Under this program, the Duluth police department will be eligible for reimbursement of overtime salaries and related

expenses incurred by the Duluth police department in joint law enforcement operations with ICE. This resolution also authorizes the city to accept such reimbursement monies. This Memorandum of Understanding is not designated for enforcement of "immigration" laws.

MEMORANDUM OF UNDERSTANDING

between
the

U.S. Immigration and Customs Enforcement (ICE)

and

Duluth 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.):*

B. The above listed law enforcement agency agrees:

1. to advise ICE of each situation in which the agency proposes to use an ICE designation;
2. that ICE designations to employees of your agency will be used only in situations where there has been specific advance approval by the appropriate Special Agent in Charge or Resident Agent in Charge. Designations will be used only for the duration of the specified law enforcement activity for which the approval was extended, and to the extent of such approval.
3. that only personnel who are sworn law enforcement officers of your agency and who successfully complete the appropriate ICE cross-designation training and received a "Designation, Customs Officer" form will be granted Customs Officer status;
4. to report to ICE, in writing, the results of all activity undertaken by the designated Customs Officer as a consequence of the Customs cross designation authority;
5. to advise ICE of each court proceeding in which the validity of ICE search, seizures, or arrest authority has become an issue; and to permit ICE to provide legal memoranda or other assistance in such cases when desired by ICE.
6. to follow ICE directives and instructions that are applicable to ICE concerning ICE search, seizure, and arrest authority;
7. to return all ICE equipment and identification if issued, when a cross designated officer terminates employment for any reason.

Both agencies agree to:

1. recognize that any abuse of ICE cross designation authority may lead to the revocation of such cross designations by ICE;
2. agree to exchange implementing instructions prior to issuance; and
3. agree to schedule periodic meetings to review this agreement.

This Memorandum of Understanding is an internal agreement between government agencies. It does not create or confer any rights, privileges, or benefits for any private person or party.

Approved By Law Enforcement Agency	Approved By ICE
Name of Agency: Duluth Police Department	ICE Agency: Homeland Security Investigations
Name: Gordon Ramsay	Name: Michael Feinberg
Title: Chief	Title: Special Agent in Charge
Signature/Date:	Signature/Date:

ADDITIONAL SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING

CITY OF DULUTH

By _____
Mayor

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

*Homeland Security Investigations
Special Agent in Charge St. Paul*

2901 Metro Drive, Suite 100
Bloomington, MN 55425



**Homeland
Security**

Duluth Police Department
2030 North Arlinton Avenue
Duluth, MN 55811
Attn: Chief Gordon Ramsay

RE: FY2012 State and Local Overtime Reimbursement Program Budget

Dear Official with the Department:

Please be advised that the Homeland Security Investigations (HSI) Special Agent in Charge (SAC) St. Paul office has approved your agency for the FY2012 State and Local Overtime (SLOT) reimbursement program. Pursuant to the SLOT program, overtime salaries, travel, fuel, training, equipment, and other similar costs incurred by your agency in a joint law enforcement operation with ICE may be authorized for reimbursement, pending availability of funds.

Thank you for your continued participation and support and we look forward to your cooperation and partnership in the future. If you or your staff has any questions concerning the SLOT program, please feel free to contact Group Supervisor Randy Lachney at (952) 853-2685.

Sincerely,

Michael Feinberg
Acting Special Agent in Charge

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
HOMELAND SECURITY INVESTIGATIONS 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 Duluth Police Department, 2030 North Arlington Avenue, Duluth, MN (NCIC CODE MN0690600) and Homeland Security Investigations (HSI), SAC St. Paul Office for the purpose of the reimbursement of costs incurred by the Duluth Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the HSI 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 HSI SAC St. Paul with the participation of the Duluth Police Department, and until terminated, in writing, by either party.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Duluth Police Department must submit to HSI SAC St. Paul 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 Duluth 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 Duluth Police Department will submit all requests for the reimbursement of joint operations' expenses to SAC St. Paul HSI at the following address: 2901 Metro Drive, Suite 100, Bloomington MN, 55425 Attn: Group Supervisor Lachney (952) 853-2685.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Duluth Police Department agrees to permit such audits and agrees to maintain all records relating to these 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 HSI SAC St. Paul and the Duluth Police Department and is not intended to confer any right or benefit to any private person or party.

Signatures:

Michael Feinberg
Special Agent in Charge
Homeland Security Investigations
U.S. Department of Homeland Security
SAC St. Paul

Date: _____

CITY OF DULUTH

By _____
Mayor

Attest _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney