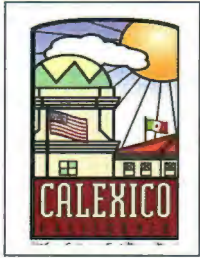


**AGENDA
ITEM**

7



CITY COUNCIL AGENDA STAFF REPORT

DATE: April 5, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio Warren, City Manager *Esperanza Colio Warren*

PREPARED BY: Jesus Serrano, Interim Chief of Police *JSS*

REVIEWED BY: Sandra I. Fonseca, Interim Finance Director *SIF*

SUBJECT: Authorized the City Manager to Sign a Memorandum of Understanding (MOU) with the Department of Homeland Security Imperial Valley Border Enforcement Security Task Force (IVBEST) Establishing Equitable Asset Sharing

=====

Recommendation:

Authorized the City Manager to Sign a Memorandum of Understanding (MOU) with the Department of Homeland Security Imperial Valley Border Enforcement Security Task Force Establishing Equitable Asset Sharing.

Background:

The Calexico Police Department, the leading law enforcement agency in city of Calexico, has collaborated with federal agencies to assist in crime prevention, crime detection, and law enforcement. The Calexico Police Department has participated with the IVBEST Task Force since December 2013. This agreement is to update the prior agreement.

Discussion and Analysis

In the past, the Calexico Police Department has worked with the Department of Homeland Security to enforce California and Federal Laws and agreed to cooperate in the reduction of the use and abuse of controlled substances in the community and assist with human trafficking investigations.

It has been evident that trafficking in narcotics and dangerous drugs exists in the Imperial County area and that such illegal activity has a substantial detriment on the health and general welfare of the people in Imperial County.

**AGENDA
ITEM
7**

The mission of the IV-BEST Task Force is to identify, disrupt, and dismantle major transnational drug trafficking organizations, associated money laundering apparatus, and other criminal affiliates in the IV-BEST Task Force Calexico area of responsibility. IV-BEST Task Force primarily targets narcotics traffickers through the IV-BEST Task Force Calexico Area of responsibility by conducting complex criminal conspiracy cases frequently leading to the seizure of illicit assets in the forms of physical property or bulk cash. These investigations can span more than five years and result in numerous domestic and foreign arrests and seizures. The IV-BEST Task Force will have federal, state, and local law enforcement intelligence and prosecutorial resources to bear in these investigations with the goal of disrupting and dismantling illicit networks.

The mission and role of the Calexico Police Department in the IV-BEST Task Force is to assist and disrupt criminal enterprises and remove the instrumentalities and proceeds of crime. Any potential revenue must not be allowed to jeopardize the effective investigations of the due process of rights of citizens. Whenever possible, assets seized by members of the IVBEST will be processed for federal forfeiture.

The following law enforcement agencies are participants of the IV-BEST Task Force:

1. Imperial County Sheriff's Officer (ICSO)
2. El Centro Police Department (ECPD)
3. Brawley Police Department (BPD)
4. Calexico Police Department (CLXPD)

All participating agencies will maintain the jurisdiction and authority of their respective geographical and subject matter areas. It is understood that all participating agencies will support and aid other members of the IV-BEST Task Force regardless of the geographical and jurisdictional areas in which they usually operate, provided they have jurisdictional authority to act. Some investigations and enforcement actions may require the approval of the parent agency. Additionally, IV-BEST Task Force members that are cross designated as Title 19 task force Officers (TFOs) with Federal Customs Officer Authority will follow all IV-BEST Task Force Directives and instructions when utilizing enforcement authority conveyed by IV-BEST Task Force and will not operate outside the policies and practices of the participating agency.

Any participating Agency may bring investigative leads, sources of information investigation, or missions for the IV-BEST Task Force to evaluate and pursue. The IV-BEST Task Force will maintain the discretion to assist based on priorities, workload, and available resources. The IV-BEST Task Force participating agencies acknowledge that IV-BEST Task Force is part of the Department of Homeland Security.

To this agreement, asset sharing is available to participating agencies which should receive an equitable share of the net proceeds from all assets seized by the IV-BEST Task Force operations and federally forfeited by the U.S. Department of Treasury. Equitable sharing decisions will comply with the U.S. Department of the Treasury guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (DOJ TEOAF Joint Guide) and applicable federal law, regulations, and policies.

IV-BEST Task Force agrees that the forfeiture assets will be shared with the participating agencies as follows:

IV-BEST Task Force	30%
Imperial County Sheriff's Officer (ICSO)	17.5%
El Centro Police Department (ECPD)	17.5%
Brawley Police Department (BPD)	17.5%
Calexico Police Department (CLXPD)	17.5%

The participating agencies agree that the above percentages accurately reflect the degree of participation by each agency within the IV-BEST Task Force, regardless of whether that agency was present on the day of the seizure.

Fiscal Impact:

During the period of assignment to the IV-BEST, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force and making all payments due.

IV-BEST Task Force may, at its discretion and if authorized by law or policy, reimburse overtime to those assigned to the IV-BEST Task Force in accordance with the provision of the Department of Treasury Executive Office for Asset Forfeiture (TEOAF) Directive 18 State and Local Overtime Reimbursement Program (SLOT). Overtime Reimbursement requires a current and separate MOU executed by the IV-BEST Task Force, which is currently on file for the ICSO, ECPD, BPD, and CLXPD to reimburse joint operation expenses from the Treasury Forfeiture Fund (TFF) with the participating parent agency. Reimbursement will also be subject to the availability of TFF monies.

This MOU with the IV-Best Task Force will not impact the General Fund or any other City Fund.

Coordinated With:

City Manager's Office.
Finance Department.
City Attorney.

Attachment(s):

1. MOU with the Imperial Valley Border Enforcement Security Task Force
2. 2013 MOU with the Imperial Valley Border Enforcement Security Task Force

EQUITABLE SHARING MEMORANDUM OF UNDERSTANDING

Between
DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS, SAN DIEGO
And
IMPERIAL COUNTY SHERIFF'S OFFICE, EL CENTRO POLICE DEPARTMENT,
BRAWLEY POLICE DEPARTMENT, CALEXICO POLICE DEPARTMENT
As participants in
HSI Calexico
Imperial Valley Border Enforcement Security Task Force

1. PARTIES

The parties to this Memorandum of Understanding (MOU), Imperial County Sheriff's Office, El Centro Police Department, Brawley Police Department and Calexico Police Department, are participating agencies in the Department of Homeland Security, U. S. Immigration and Customs Enforcement, Homeland Security Investigations (HSI), Calexico, California – Imperial Valley Border Enforcement Security Task Force (HSI IV-BEST), under HSI San Diego, California (HSI SND).

2. AUTHORITIES

Homeland Security Act of 2002, Pub. L. 107-298, 116 Stat. 2135, and relevant directives and delegation orders.

Nothing in this MOU is intended to conflict with current law, regulation, or policy. Further, nothing in this MOU is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction. If any term of this MOU is inconsistent with law, regulation, or other authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

3. PURPOSE

a. Mission and Role

The mission of asset forfeiture is to disrupt criminal enterprises and remove the instrumentalities and proceeds of crime. Potential revenue must not be allowed to jeopardize the effective investigation and prosecution of criminal offenses, officer safety, the integrity of ongoing investigations, or the due process rights of citizens. Whenever

possible, assets seized by members of the HSI IV-BEST will be processed for federal forfeiture.

The mission of the HSI IV-BEST is to identify, disrupt, and dismantle major transnational drug trafficking organizations along with associated money laundering apparatus and other criminal affiliates in the HSI Calexico area of responsibility. The HSI IV-BEST primarily targets narcotics traffickers moving narcotics to or through the HSI Calexico Area of Responsibility by conducting complex criminal conspiracy cases frequently leading to the seizure of illicit assets in the form of physical property or bulk cash. These investigations can span time frames in excess of five years and result in numerous domestic and foreign arrests and seizures. The HSI IV-BEST will bring federal, state, and local law enforcement, intelligence, and prosecutorial resources to bear in these investigations with the goal of disrupting and dismantling illicit networks.

The following are the participants of the HSI IV-BEST:

- a. HSI-SND
- b. Imperial County Sheriff's Office (ICSO)
- c. El Centro Police Department (ECPD)
- d. Brawley Police Department (BPD)
- e. Calexico Police Department (CPD)

It is understood that any member, who is also a member of another MOU, may only receive a share under one MOU. Therefore, for any one seizure, their contribution may not be counted in both MOUs for equitable sharing purposes.

4. OVERSIGHT AND LEADERSHIP

The HSI IV-BEST will be directed by the HSI-SND Special Agent in Charge (SAC) or their designee.

5. RESPONSIBILITIES

a. Jurisdiction

All participating agencies will maintain the jurisdictional authority of their respective geographical and subject-matter areas. It is understood that all participating agencies will support and aid other members of the HSI IV-BEST regardless of the geographical and jurisdictional areas in which they normally operate provided they have jurisdictional authority to act. Some investigations and enforcement actions may require members of the HSI IV-BEST to travel to other jurisdictions, which shall require the approval of their parent agency. Additionally, HSI IV-BEST members that are cross-designated as Title 19 Task Force Officers (TFOs) with federal Customs Officer authority, will follow all HSI Directives and instructions when utilizing enforcement authority conveyed by HSI and will not operate outside the policies and practices of the participating agency.

Any participating agency may bring investigative leads, sources of information, investigations, or missions for the HSI IV-BEST to evaluate and pursue. The HSI IV-BEST will maintain the discretion to assist based on its standing priorities, workload, and resources available.

The HSI IV-BEST participating agencies acknowledge that HSI San Diego, as part of ICE, is a component of the Department of Homeland Security and as such, is a self-insured entity supported by the U.S. Government. The Federal Tort Claims Act (FTCA), Title 28, U.S.C., Sections 1346. et seq., provides the sole means through which the U.S. Government resolves all issues of liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her offices or employment. If a party to this MOU, its personnel, patients, or other third parties suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of Agency while they are acting within the scope of their offices or employment as part of ICE and wish to submit a claim under the FTCA, they must file a completed U.S. Government Form SF-95, and they or their legal representative estate may contact HSI-SND for information on processing a claim.

b. Personnel

Each agency will be responsible for the salaries, benefits, vacation, sick leave, vehicles, and other compensation of their respective personnel dedicated to the HSI IV-BEST. Overtime accrued by personnel assigned to the HSI IV-BEST from participating agencies may be reimbursed as described in Part 5(c).

Each participating agency's personnel shall also continue to remain accountable to his or her employing agency within the policies and procedures of that agency. While personnel will serve under the direct daily control of the HSI IV-BEST, they remain under the legal, administrative, and disciplinary purview of their parent agency and parent agency supervision. Participating agency personnel assigned to the HSI IV-BEST will abide by and adhere to all policies and procedures regarding conduct promulgated by their respective parent agencies.

c. Overtime Reimbursement

HSI-SND may, at its discretion and if authorized by law or policy, reimburse overtime for those assigned to the HSI IV-BEST in accordance with the provisions of the Treasury Executive Office for Asset Forfeiture (TEOAF) Directive 18 State and Local Overtime Reimbursement Program (SLOT). Overtime reimbursement requires a current and separate MOU executed by HSI-SND SAC, which is currently on file for the Imperial County Sheriff's Office, El Centro Police Department, Brawley Police Department and Calexico Police Department, for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund (TFF) with the participating parent agency and would also be subject to the availability of TFF monies.

d. Data Management

The HSI IV-BEST will provide a detailed briefing and summary of active cases, accomplishments, and significant activities to participating agencies as necessary to meet an individual agency's reporting requirements. All reporting requirements will be inputted utilizing the HSI Investigative Case Management system (ICM) and the Seized Asset and Case Tracking System (SEACATS), by the assigned special agent or task force officer. Reports will be inputted on each interdiction within the required time frames as outlined by HSI policy.

Information that is provided to and maintained by federal agencies will become records maintained under the Privacy Act (5 U.S.C. § 552a) and Freedom of Information Act (5 U.S.C. § 552) No participating agency will disclose another participating agency's records or any other information that is privileged or confidential, law enforcement sensitive, or otherwise prohibited from disclosure by law, regulation, or policy, without the prior permission of the originating agency.

This includes data collected from Financial Crimes Enforcement Network (FinCEN) anything considered and subject to Bank Secrecy Act (BSA) regulations. As the administrator of the BSA, FinCEN manages and maintains FinCEN Query as the government wide access service for exploiting BSA data in pursuit of our common mission to protect our financial system from the abuses of financial crime, terrorist financing, money laundering and other illicit activity. The HSI IV-BEST will take appropriate steps to safeguard BSA data and to uphold the confidentiality requirements associated with suspicious activity reporting. Unauthorized disclosure or release of information collected under the BSA may result in criminal or civil sanctions.

Throughout the course of the HSI IV-BEST and enforcement activities, legal advice may be obtained from the assigned prosecutor(s) and/or participating agency counsel as required by law and policy. The parties agree to advise HSI-SND Office of Principal Legal Advisor (OPLA) counsel and their HSI Supervisor of each court proceeding in which a) the validity of a participating agency's investigative, search, seizure, or arrest authority becomes an issue; or b) the credibility or integrity of a participating agency employee or of the HSI IV-BEST becomes an issue.

e. Equipment

Facilities, vehicles, and equipment provided by participating agencies that are utilized in support of HSI IV-BEST operations remain the property of the providing agency. Maintenance, replacement, and other costs associated with equipment assigned to the HSI IV-BEST will remain the responsibility of the providing agency, unless otherwise provided for by HSI-SND.

At the discretion of each agency and upon thirty (30) day written notice to the HSI-SND, or upon withdrawal of an agency from the HSI IV-BEST, or upon dissolution of the IV-BEST, all equipment will be returned to the owning agency.

6. OPERABILITY, NEW PARTICIPANTS, AMENDMENTS AND WITHDRAWAL

a. Operability

This MOU shall become effective for one (1) year from the date of execution by HSI-SND and all participating agencies, and it shall apply to HSI-SND and all participating agencies who have signed this MOU without regard to the status of any other agency that may subsequently become a participating agency. The term of this MOU shall be a one (1) year term and will automatically renew for four (4) additional one (1) year terms unless written notification is received by any party of the agreement.

b. New Participants

After the effective date of this MOU, the signing of an addendum between HSI-SND and an agency will constitute the addition of a participating agency to this MOU.

An addendum shall become effective upon the execution by HSI-SND and the new agency. An executed addendum shall also constitute an acceptance of the terms of the MOU and an addition of the agency to the list of participating agencies to the HSI IV-BEST.

The SND SAC and or designee will maintain a current list of participating agencies and personnel.

c. Amendments

All amendments to this MOU are effective upon the execution by HSI SNDS and at least one other member agency and are effective upon all participating agencies upon their receipt of written notice of such amendments.

d. Withdrawal

A participating agency may withdraw from this MOU and the HSI IV-BEST at any time, by providing thirty (30) day written notice to the appropriate HSI-SND point of contact identified below to include the SND SAC. After an agency's withdrawal, this MOU shall continue to be effective upon all other participating agencies.

1. If a Participant Agency leaves the HSI IV-BEST

- a. All pending equitable sharing involving the departing agency will continue to be processed according to the agreed upon sharing percentages.
- b. The departing agency will no longer receive any equitable sharing for new asset seizures made by the group.
- c. The sharing percentages of the group will be reallocated proportionally to the remaining agencies.

- d. If a new agency joins the HSI IV-BEST, a new agreement will be completed with new sharing percentages.
2. If a Participant Agency is suspended or terminated from the Equitable Sharing Program:
 - a. A suspended agency will not receive any equitable sharing for pending or new asset seizures until their status is restored.
 - b. A terminated agency will not receive any equitable sharing for pending or new asset seizures.
 - c. If an agency is terminated, the sharing percentages of the HSI IV-BEST will be reallocated proportionally to the remaining agencies.

7. NO PRIVATE RIGHT CREATED

This MOU is an internal MOU and does not create or confer any right or benefit on any other person or party, private, or public.

8. ASSET SHARING

1. Assets Eligible for Sharing

- a. The Participant Agencies to this agreement agree that each signatory police agency should receive an equitable share of **net proceeds** from all assets seized by the group while conducting the HSI IV-BEST operations and federally forfeited by the US Department of Treasury. Equitable sharing decisions will comply with the U.S. Department of Justice, U.S. Department of the Treasury *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* (July 2018) (*DOJ TEOAF Joint Guide*) and applicable federal law, regulation, and policy.
- b. The parties to this agreement understand that federal law authorizes the Attorney General and the Secretary of Treasury to share federally forfeited property with participating state and local law enforcement agencies. The parties understand that the exercise of this authority is discretionary and limited by statute and sharing is not required in any case.
- c. Participant Agencies acknowledge that sharing will not be awarded in a case if victims or international agencies have not been fully compensated. State, local, or federal government entities can be considered victims.

2. Submission of the TDF-92 Form

- a. To request an equitable share, each agency must submit a TDF-92 form per U.S. Department of Treasury (TEOAF), anytime following the seizure but **no later than 45 days** following forfeiture, unless a waiver memo is submitted and granted by the federal deciding authority.

- b. Pursuant to this agreement each participating police agency will receive their equitable sharing from each TDF-92 submission individually and there will be no fiduciary equitable sharing agency for the group.

HSI SND agrees that the forfeited assets will be shared with the below participant agencies as follows:

HSI SND	30%
Imperial County Sheriff's Office (ICSO)	17.5%
El Centro Police Department (ECPD)	17.5%
Brawley Police Department (BPD)	17.5%
Calexico Police Department (CPD)	17.5%

The Participant Agencies agree that the above percentages accurately reflect the degree of participation by each agency within the HSI IV-BEST, regardless of whether that agency was present on the day of the seizure or not.

HSI-SND as the approving and/or concurring federal investigative agency for equitable sharing has the discretion to deviate from the agreed sharing percentages based on circumstances to include but not limited to the following: significant participation and/or contribution by a participating agency, direct shares, total amount of forfeiture, participation by another law enforcement agency. HSI-SND may deviate and/or recommend a deviation from the base equitable sharing percentage for each agency participating in that investigation, depending on the level of each agency's contribution to the investigation and/or non-participating agency in the MOU.

If a non-signatory police agency makes a direct contribution to an investigation that led to the asset seizure by the HSI IV-BEST and subsequent federal forfeiture, that agency may request an equitable share of the net proceeds of the forfeited property. The non-signatory agency's equitable share should be proportionate to its investigative contribution, as determined by its work hours and qualitative factors. In such cases, the work hours/qualitative factors of the non-signatory agency will be compared with signatory agencies to determine the non-signatory's equitable share. After the non-signatory's share is determined, HSI SND will take 30% and the remaining proceeds will be shared equally with the five (5) state and local signatory agencies listed in section 3.

9. GENERAL PROVISIONS

1. Federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. The exercise of this authority is discretionary and limited by statute and sharing is not required in any case.
2. Effective Date and Termination Date

- a. The term of this agreement shall be from the date of signature by representatives of the parties to January 1, 2028. This agreement may be terminated by any of the parties with thirty (30) days advance written notice.
- b. Modifications to this MOU shall be in writing and executed by all Participant Agencies.

10. REPORTING AND DOCUMENTATION

The Participating Agencies will designate a representative to meet as decided by the parties to review areas of mutual concern.

11. POINTS OF CONTACT

The recipients and points of contact for all required notices shall be the following:

1. HSI-Calexico,
Monica Laguna
Assistant Special Agent in Charge
2051 N. Waterman Ave.
El Centro, California 92243
(760) 335-5302
Monica.Laguna@ice.dhs.gov
2. Imperial County Sheriff's Office
Frederico Miramontes
Sheriff
324 Applestill Road
El Centro, CA 92243
fmiramontes@icsso.org
3. El Centro Police Department
Robert Sawyer
Chief of Police
150 North 11th Ave.
El Centro, CA 92243
(760) 996-9906
rsawyer@ecpd.org
4. Brawley Police Department
Jimmy Duran
Chief of Police
351 Main Street
Brawley, CA 92227
(760) 693-2145
JDuran@brawley-ca.gov

5. Calexico Police Department
 Jesus Serrano
 Chief of Police
 420 E. 5th Street
 Calexico, CA 92231
 (760) 427-3953
serranoj@calexico.ca.gov


12. SIGNATORIES

IN WITNESS WHEREOF, the Participant Agencies have caused this MOU to be executed on January 23, 2023, each to be considered as an original by their authorized representative, on the date affixed to the right of their signature. Each signatory warrants that he or she is authorized to bind his or her agency to this Addendum.

 Chad Plantz Date
 Special Agent in Charge
 Homeland Security Investigations
 San Diego, CA

 Frederico Miramontes Date
 Sheriff
 Imperial County Sheriff's Office

 1/24/23
 _____ Date
 Robert Sawyer
 Chief of Police
 El Centro Police Department

 01/24/23
 _____ Date
 Jimmy Duran
 Chief of Police
 Brawley Police Department

 Jesus Serrano Date
 Chief of Police
 Calexico Police Department

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 City of Calexico Police Department (NCIC Code # CA0130200) and Immigration and Customs Enforcement (ICE), SAC San Diego for the purpose of the reimbursement of costs incurred by the City of Calexico 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 City of Calexico 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 City of Calexico Police Department shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the City of Calexico 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 City of Calexico 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 City of Calexico 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 City of Calexico 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 City of Calexico 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 City of Calexico 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 City of Calexico 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 City of Calexico 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 City of Calexico 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 City of Calexico 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: OCT 21 2013

Oscar Rodriguez
City Manager
City of Calexico

Date: 12/1/13

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

State or Local Agency: City of Calexico Police Department

OCDETF: Yes No

OCDETF Investigation Number(s): _____

If Non-OCDETF, related . EST Case Number _____

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.	<u>ORLANDO ESTRO</u>	<u>Police Officer</u>	<u>46.77</u>	<u>549</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

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



CITY OF CALEXICO

CERTIFICATION

This is to certify that the Calexico City Council at the regular meeting of August 20, 2013, approved Participation in ICE Agreement by the following vote to wit:

AYES: Hodge, Moreno, Kim, Castro, Hurtado
NOES: None
ABSENT: None
ABSTAIN: None

A handwritten signature in cursive script, appearing to read "Gabriela T. Garcia".

Gabriela T. Garcia, Deputy Clerk

Date: September 18, 2013