17-002

CHIEF'S OFFICE "GOLDENROD" DOCUMENT INFORMATION FORM

Complete and attach this form to all documents sent to the Chief of Police for signature.
Bureau Secretaries, email the document to: PD-COP-OFFICE@LONGBEACH.GOV
(Subject line of email should reference type and subject of document)
This form does not apply to projects generated by the Chief's Office.

INITIATED BY (CHECK ONE):

☐ ADMINISTRATION ☐ FINANCIAL ☐ INVESTIGATIONS ☐ PATROL ☒ **SUPPORT** ☐ COP
PORT POLICE DIVISION

TYPE OF DOCUMENT AND SUBJECT:

☐ Council Letter (Checklist Attached) ☐ Memo ☐ Correspondence ☒ Other M.O.U.

SUBJECT: LABEST MOU with Long Beach Police Department (LBPD) ICE/Homeland Security

SPECIAL INSTRUCTIONS:

Deadline, if any: _____

☒ Return original to Bureau for mailing/processing

☐ COP Office will mail/process and return copy to Bureau

☐ COP Office forward to C.M. and return a copy and supporting document to Bureau

OTHER: _____

SUMMARY DESCRIPTION:
Please review and approve M.O.U. for LABEST. Must be Returned to LABEST for signatures.

FISCAL IMPACT (cost, budgeted, funding source):
No impact to the department. M.O.U. outlines reimbursement of forfeiture funds. FB creating Index Code to track costs

POTENTIAL CONTROVERSY:
None. Renewal of previous M.O.U.

In	Out	Action
1/4	1/6/17	to FB
1/9/17		FB to
	1/11/17	COP to
1/11/17		TO Julie (2)
	1/13	to support.
		cc: financial co

BB.bb
Revised 8/8/13

ORIGINATING BUREAU APPROVALS:

Bureau Approval MB 5087 1/6/17

Division Approval _____

Initiator/Author _____

FINANCIAL BUREAU APPROVAL:
If document involves any fiscal issues, the Financial Bureau must review prior to submission to Chief's Office:

Date Rec'd: 1/11/17 Approved by: MdV

Rtn'd to Bureau: _____

PERSONNEL DIVISION APPROVAL:
If document involves any personnel issues, the Personnel Division must review prior to submission to Chief's Office:

Date Rec'd: _____ Approved by: _____

Rtn'd to Bureau: _____

TECHNOLOGY APPROVAL:
If document involves any technology issues, the Records Division and the Technology Services Department must review prior to submission to Chief's Office:

Date Rec'd: _____ Approved by: _____

Rtn'd to Bureau: _____

HOMELAND SECURITY APPROVAL:
If document involves any homeland security issues, the Support Bureau and the Disaster Preparedness Department must review prior to submission to Chief's Office:

Date Rec'd: 17 JAN 11 PM 5:06 Approved by: _____

Rtn'd to Bureau: _____

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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 Long Beach Police Department (NCIC CODE #CA0194100) and U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations for the purpose of the reimbursement of costs incurred by the Long Beach 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/Homeland Security Investigations, with the participation of the Long Beach 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 Long Beach Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Long Beach Police Department shall provide ICE/Homeland Security Investigations with the names, titles, four last 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 Long Beach Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE/Homeland Security Investigations, performed by its officer(s) assigned to this joint operation. In addition, the Long Beach 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 ICE/Homeland Security Investigations.

   The Long Beach 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 Long Beach 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
   6650 Telecom Dr.
   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 Long Beach Police Department must submit to ICE/Homeland Security Investigations 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 Long Beach 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 Long Beach Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE/Homeland Security Investigations, at the following address: 501 W. Ocean Blvd., Suite 7200, Long Beach, CA 90802, Attention: Administrative Officer; telephone number 562-624-3973 or 562-624-3947.

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 Accounting Office, and other government designated auditors. The Long Beach 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 ICE/Homeland Security Investigations and the Long Beach Police Department, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Joseph Macias
Special Agent in Charge, Los Angeles
ICE/Homeland Security Investigations

Date: 3/9/2018

R. Luna

Robert G. Luna
Chief
Long Beach Police Department

Date: 1·13·17