

**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 GLENDALE (NCIC CODE #AZ00713) and Immigration and Customs Enforcement (ICE), SAC PHOENIX for the purpose of the reimbursement of costs incurred by the CITY OF GLENDALE in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan (October through September), 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 PHOENIX, with the participation of the CITY OF GLENDALE, 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 GLENDALE shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the CITY OF GLENDALE shall provide the ICE SAC PHOENIX 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. Attachment 2 "Key Officer List" is the form that should be used to provide the above information with your signed MOU. This form can also be used, as necessary, to update this information throughout the year. This form should be submitted with the overtime invoices whenever there are changes.

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

The CITY OF GLENDALE may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC PHOENIX, performed by its officer(s) assigned to this joint operation. Your officers shall be required to provide the ICE supervisor in Phoenix with their overtime hours, along with referencing case and/or seizure number and documentation of investigative activity, for certification prior to submitting their overtime to your office for invoice preparation. It is requested that you provide a separate breakdown, by officer, of the date(s) and number of hours they worked overtime along with the referencing case and/or seizure numbers, in addition to the overtime invoice. The CITY OF GLENDALE may request reimbursement of other investigative expenses, such as travel, training, and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC PHOENIX. Attachment 3 "Local, County and State Law Enforcement Agency Request for Reimbursement of Joint Operation Expenses" is the overtime invoice to be submitted at least bi-weekly to the ICE SAC Phoenix, to the attention of Kathy Rekittke.

The CITY OF GLENDALE **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

1. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the CITY OF GLENDALE 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. Attachment 4 "ACH Vendor/Miscellaneous Payment Enrollment Form" should be completed and sent back with your signed MOU.

2. If any changes occur in the law enforcement agency's bank account information, after the initial form is sent back to the SAC Phoenix, a new ACH Form must be filled out and sent to the CBP/NFC, as soon as possible, to the following address:

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

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the CITY OF GLENDALE must submit to ICE SAC PHOENIX the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice, attached)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets including the case and/or seizure numbers.
4. The CITY OF GLENDALE 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 GLENDALE will submit all requests for the reimbursement of joint operations' expenses to ICE, SAC Phoenix, at the following address: 400 N. 5th Street, 11th Floor, Phoenix, AZ 85004, Attn. Kathy Rekittke, Ph. 602-514-7363.

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 CITY OF GLENDALE 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. ICE POINT OF CONTACT

Questions about payment of invoices, about this MOU, or any other questions about the overtime program, should be addressed to Kathy Rekitke, of the SAC Phoenix office. She can be reached by telephone 602-514-7373 or by email Kathryn.M.Rekittke@ice.dhs.gov from 8:00 a.m. to 4:30 p.m., Monday through Friday.

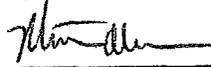
VIII. REVISIONS

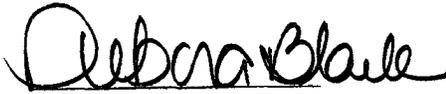
The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

IX. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE SAC PHOENIX and the CITY OF GLENDALE, and is not intended to confer any right or benefit to any private person or party.

Signatures:


Matthew C. Allen
Special Agent in Charge
Immigration and Customs Enforcement

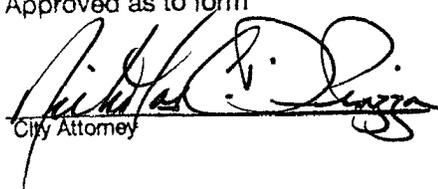

Debora Black
Acting Chief of Police
Glendale Police Department

Date: 1/14/13

Date: 4-30-13

ATTEST:

City Clerk

Approved as to form

City Attorney

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY U.S. CUSTOMS AND BORDER PROTECTION		
AGENCY IDENTIFIER: 7005	AGENCY LOCATION CODE (ALC): 70-05-0800	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS: NATIONAL FINANCE CENTER, 6026 LAKESIDE BLVD.		
INDIANAPOLIS, IN 46278		
CONTACT PERSON NAME: FORFEITURE FUND TEAM/Attn: Eliot VanVelzen		TELEPHONE NUMBER: (317) 614-4613
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

1. **Agency Information Section** - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. **Payee/Company Information Section** - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. **Financial Institution Information Section** - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.