

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND ANNE
ARUNDEL COUNTY, MARYLAND FOR THE AUTHORIZATION
AND REIMBURSEMENT OF JOINT TASK FORCE OPERATIONS
EXPENSES FROM THE TREASURY FORFEITURE FUND**

This Agreement is entered into by **Anne Arundel County, Maryland, for its Anne Arundel County Police Department** and Immigration and Customs Enforcement (ICE), SAC Baltimore for the purpose of authorizing joint law enforcement operations/task force activities and the reimbursement of costs incurred by the **Anne Arundel County Police Department** in providing a Task Force Officer and/or additional 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 and/or Task Force 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 recognizes that ICE may enter into joint law enforcement activities with local law enforcement agencies and 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 authority to work jointly in law enforcement operations and task forces and 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 related to these operations/task forces.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint and/or Task Force investigations led by ICE SAC Baltimore, with the participation of the **Anne Arundel County Police Department**, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

The Anne Arundel County Police Department agrees to assign one dedicated officer, **full-time** to the Baltimore Immigration and Customs Enforcement, ICE Task Force. Additionally, resource permitting, the Anne Arundel County Police Department shall assign additional officers to assist with investigations or joint operations. Included as part of this Agreement, the Anne Arundel County Police Department shall provide the ICE SAC Baltimore 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 Anne Arundel County Police Department may request the reimbursement of overtime salary expenses directly related to work on the Task Force or joint operation with ICE SAC Baltimore, performed by its officer(s) assigned to this joint operation. In addition, the Anne Arundel County 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 Baltimore.

The Anne Arundel County 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 Anne Arundel County 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 BLVD.
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 Task Force or joint operations, the **Anne Arundel County Police Department** must submit to ICE SAC Baltimore 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 **Anne Arundel County Police Department** remains fully responsible, as the employer of the officer(s) assigned to the Task Force or 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 **Anne Arundel County Police Department** will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Baltimore, at the following address: DHS/ICE, 40 S. Gay St. 3rd Floor, Baltimore, MD 21202, Attn. Dan Noel, Ph. 410-962-4389.

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 **Anne Arundel County 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

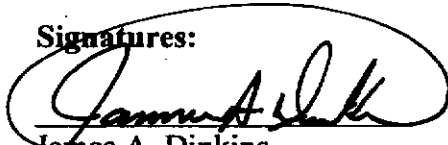
The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHTS; IMMUNITIES AND INDEMNIFICATION

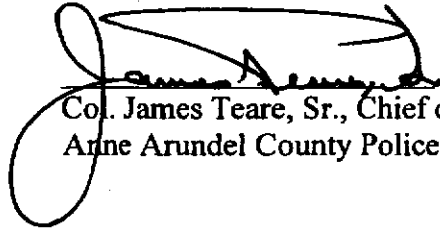
This is an internal government agreement between the ICE SAC Baltimore and the **Anne Arundel County Police Department**, and is not intended to confer any right or benefit to any private person or party. The parties to this Memorandum retain and reserve all immunities, liability limitations, and defenses, granted by local, State, and

Federal law. It is further agreed that Anne Arundel County, Maryland will defend, indemnify, and hold harmless ICE for all claims or suits initiated by third parties against ICE for property damage, personal injury, or death, which may arise out of the actions or negligence of employees or agents of Anne Arundel County, Maryland. Likewise, it is agreed that ICE will defend, indemnify, and hold harmless Anne Arundel County, Maryland for all claims or suits initiated by third parties against Anne Arundel County, Maryland for property damage, personal injury, or death, which may arise out of the actions or negligence of employees or agents of ICE. Additionally, each party to this Agreement will permit the other to participate in the defense of claims or suits if liability of the party or its employees or agents is alleged.

Signatures:



James A. Dinkins
ICE, SAC Baltimore
Department



Col. James Teare, Sr., Chief of Police
Anne Arundel County Police

Date: 11/1/07

Date: 11/1/07

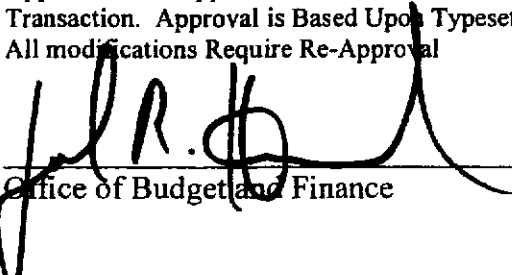


Dennis Callahan, Chief Administrative Officer
Anne Arundel County, Maryland

APPROVED AS TO LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by the Duly Authorized Administrative
Official, as Indicated)


Office of the County Attorney

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of the Substantive Nature of This
Transaction. Approval is Based Upon Typeset Document.
All modifications Require Re-Approval


Office of Budget and Finance

11/2/07