

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of a Memorandum of Understanding between the United States Immigration and Customs Enforcement Homeland Security Investigations ("HSI") and the West Jordan Police Department ("WJPD").

SUMMARY: This MOU memorializes a cooperative agreement between HSI and the WJPD to participate on a HSI Task Force focused on enforcing and preventing local and regional drug and human trafficking. The MOU does not relate to the immigration enforcement operations of Immigration and Customs Enforcement ("ICE").

(see additional information included on subsequent pages)

FISCAL AND/OR

ASSETT IMPACT: There is no fiscal impact to the City. This will be part time participation, with the assigned detective using their department-issued equipment and vehicle.

STAFF RECOMMENDATION:

Staff believes participation in the MOU between HIS and the WJPD is appropriate, in the best interest of the City, and recommends approval of attached resolution authorizing the Mayor to execute the MOU.

MOTION RECOMMENDED:

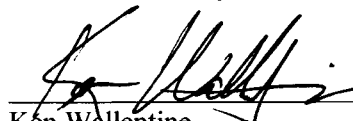
"I move to approve Resolution No. ~~19-156~~ a Resolution Authorizing the Execution of a Memorandum of Understanding between U.S. Immigration and Customs Enforcement Homeland Security Investigations and the West Jordan Police Department."

Roll Call vote required

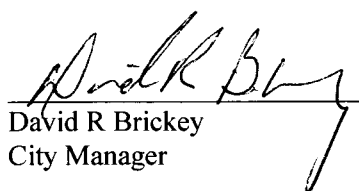
Prepared and to be Presented by:


Ken Wallentine
Chief of Police

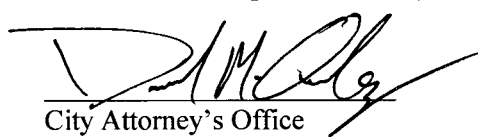
Recommended by:


Ken Wallentine
Department Head

Authorized for Council Consideration:


David R Brickey
City Manager

Reviewed for Legal Sufficiency:


City Attorney's Office

BACKGROUND DISCUSSION:

Execution of the MOU will authorize certain WJPD Officer to participate in a Homeland Security Investigations Task Force focused on preventing local and regional drug trafficking and human trafficking as Custom Officers (Excepted). Such participation will provide the WJPD with access to staffing and technology force multipliers from state, local and federal agencies also involved in the task force as well as providing the participating WJPD Officers with access to specialized training and experience. Our staffing commitment to this task force will replace the WJPD's former commitment to a similar DEA Task Force that was focused more on transnational and interstate drug trafficking. The focus of the HSI Task Force on preventing local and regional drug and human trafficking, rather than the DEA Task Force's emphasis on transnational and interstate drug trafficking will provide a greater benefit to the residents of West Jordan.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-156

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS (HSI) AND THE WEST JORDAN POLICE DEPARTMENT

WHEREAS, the City of West Jordan desires to coordinate with U.S. Immigration and Customs Enforcement Homeland Security Investigations in the prevention of local and regional drug and human trafficking; and

WHEREAS, coordination with Homeland Security Investigations can provide the City of West Jordan with access to staffing and technology force multipliers from state, local and federal agencies involved in the task force, joint operations, and training opportunities; and

WHEREAS, the Memorandum of Understanding will allow for coordination and expanded resources to investigate and prevent local and regional drug and human trafficking.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized to execute the Memorandum of Understanding between U.S. Immigration and Customs Enforcement Homeland Security Investigations and the City of West Jordan.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2019

JIM RIDING
Mayor

ATTEST:

JAMIE BROOKS, CMC
Interim City Clerk

Voting by the City Council	"Yes"	"No"
Council Member Alan R Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

West Jordan Police Department

regarding

**THE DESIGNATION OF West Jordan Police Department EMPLOYEES
AS CUSTOMS OFFICERS (EXCEPTED)**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and West Jordan Police Department.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of West Jordan Police Department.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of West Jordan Police Department.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of West Jordan Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of West Jordan Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

West Jordan Police Dept agrees:

- a. That only sworn law enforcement officers of West Jordan Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and West Jordan Police Department.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: Salt Lake City

Name: Brandon Crane

Title: Group Supervisor

Address: 2975 S. Decker Lake Dr.

West Valley City, UT 84119

Telephone Number: +1 (801) 886-7502

Fax Number: N/A

E-mail Address: brandon.b.crane@ice.dhs.gov

West Jordan Police Dept :

Name: James Bigelow

Title: Lieutenant

Address: 8040 S Redwood Rd

West Jordan, Utah 84088

Telephone Number: +1 (801) 256-2000

Fax Number: +1 (801) 562-2105

E-mail Address: jamesb@wjordan.com

- 7. OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

- 8. EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.
- 9. MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.
- 10. TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

JAY A INGERSOLL

Digitally signed by JAY A INGERSOLL
Date: 2019.04.24 14:30:20 -06'00'

Steven W. Cagen

Name of HSI Official

Chief Kenneth Wallentine

Name of WJPD 's Official

Fax

Special Agent in Charge

Title of HSI Official

Homeland Security Investigations

U.S. Immigration and Customs Enforcement

Chief of Police

Title of WJPD 's Official

Name of WJPD 's Agency

Date: 04/24/2019

Date: _____