

2004-230

**AGREEMENT BETWEEN DEPARTMENT OF HOMELAND SECURITY
LAW ENFORCEMENT AGENCIES
and
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES**

This agreement is entered into by King County, State of Washington (King County) and Immigration and Customs Enforcement (ICE), Seattle, Washington, for the purpose of receiving reimbursable costs incurred by King County in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in ICE's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates on the last day of the current Fiscal Year, FY 2004 (September 30, 2004). Agreements are required on a Fiscal Year basis and must be renewed, if appropriate, by September 30th of each Fiscal Year for the following Fiscal Year.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992 which provides for the reimbursement of certain expenses of local, county and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of Homeland Security law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both King County and ICE for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JJOINT OPERATION (If Applicable)

The Name of this Task Force: Operation Money Grab.

Projected Dates of Operation: October 17, 2003 to September 30, 2005.

V. CONDITIONS AND PROCEDURES

A. Assignment of King County Officer(s)

When mutually beneficial to King County and ICE supervisory personnel, King County shall assign one dedicated officer(s) to dedicated joint King County/ICE operations.

Within 10 days of the effective date of this agreement, King County shall provide ICE with the names, titles, badge or ID numbers of the officer(s) who may be assigned to joint operations. Further, King County shall provide the hourly overtime wage rate of the officer(s) who may be assigned to joint operations.

B. Requests for Reimbursement of Overtime and Investigative Expenses

1. King County may request reimbursement for payment of overtime and investigative expenses directly related to work performed by its officer(s) assigned to joint operations with ICE for the purpose of conducting official Homeland Security investigations.
2. King County shall provide ICE, within 10 days of the signing of this agreement, with the contact name, title, telephone number and address where the law enforcement agency wants the check for reimbursable overtime costs mailed to. King County shall also provide the name to whom the check should be payable.
3. Invoices submitted for the payment of overtime and investigative expenses to local/county/state must be submitted on King County's letterhead. The invoice shall be signed by an authorized representative of King County.
4. King County will submit all requests for reimbursable payments, together with appropriate documentation to ICE, ATTN: ASAC Mike McCool, 1000 2nd Avenue, Suite 2300, Seattle, WA 98104.

King County shall certify that the request is for overtime and/or investigative expenses incurred by King County for participation with joint operations conducted with ICE. King County shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating in the same joint operations.

King County acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force and are responsible for the payment of investigative expenses and overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime and/or investigative expenses incurred.

4. All requests for reimbursement of costs incurred by King County must be approved and certified by ICE. ICE shall countersign the invoices for payment.
5. The maximum reimbursement entitlement for overtime worked on behalf of ICE is set at \$13,000 per officer assigned to joint operations for the Fiscal Year period. Furthermore, King County is entitled to a combined maximum of \$50,000 per year.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by ICE, the Department of Homeland Security, Office of Inspector General, the General Accounting Office, and other government designated auditors. King County agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of 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 or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

D. REVISIONS

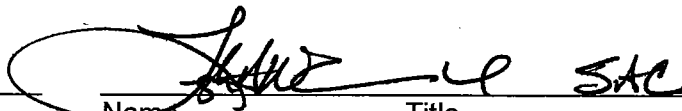
The terms of this agreement may be amended upon the written approval of both King County and ICE. The revision becomes effective upon the date of approval.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between a Homeland Security Law Enforcement Agency and a Local/County/State Law Enforcement Agency and is not intended to confer any right or benefit to any private person or party.

Name Title
King County

Date: _____



Name Title
Immigration and Customs Enforcement

Date: 10/6/03

Name Title
(King County Chief Financial Officer)

Name Title
(ICE Headquarters Office)