


**CITY OF BETHLEHEM, PENNSYLVANIA
DEPARTMENT OF POLICE**

	INTER-DEPARTMENTAL MEMORANDUM	
	TO:	Michael Colon, Council President
	FROM:	Scott Meixell, Deputy Chief of Police
	DATE:	12 April 2023
	RE:	Attached Resolutions

Attached to this memorandum are three proposed resolutions for Council's consideration.

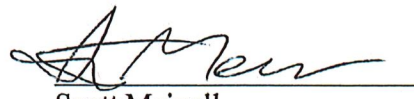
The first resolution, authorizing a memorandum of understanding between Buspatrol Ameraica LLC and the City of Bethlehem Police Department, allows the Bethlehem Police Department to work with Buspatrol, a vendor selected by the Bethlehem Area School District to enforce a School Bus Stop Arm Enforcement Program. This program issues civil violations to motorists who pass school busses that are stopped with thier stop arm extended and red lights flashing.

The second resolution, authorizing an intergovernmental agreement between the Bethlehem Police Department and the Northampton County District Attorney's Office, would allow Bethlehem Police Officers to participate in the Northampton County Major Crimes Task Force.

The third resolution, authorizing an intergovernmental agreement between the U.S. Immigration and Customs Homeland Security Investigations and the Bethlehem Police Department, would allow Bethlehem Police Officers to participate as taskforce officers. The purpose of this task force is to combat Human Trafficking.

I respectfully request that Council adopts the aforementioned resolutions. Please contact me should you have any questions.

Thank you.


Scott Meixell
Deputy Chief of Police

RESOLUTION 2023-_____

**AUTHORIZING THE EXECUTION OF AN
MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE CITY OF BETHLEHEM POLICE
DEPARTMENT AND BUSPATROL AMERICA, LLC.**

WHEREAS, the CITY OF BETHLEHEM, is a municipal corporation being a City of the Third-Class, subject to the Optional Third-Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “City”); and

WHEREAS, the Bethlehem Area School District (the “District”) has entered into an Agreement with BusPatrol America, LLC (“BusPatrol”) to provide a stop arm signal arm enforcement system on each District school bus pursuant to 75 Pa.C.S.A. § 3345.1(g) for the purpose of enforcing violations of 75 Pa.C.S.A. § 3345, which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights; and

WHEREAS, the City of Bethlehem Police Department (hereinafter referred to as “BPD”) is the Law Enforcement Agency that would be tasked with enforcing violations that occur within the boundaries of the City of Bethlehem; and

WHEREAS, BusPatrol and the City, by and through the BPD, mutually desire to enter into a Memorandum of Understanding in support of the School Bus Stop Arm Enforcement Program (“Stop Arm Program”), which MOU will establish the framework for BusPatrol and BPD to cooperate in connection with BusPatrol’s operation of the Stop Arm Program within the boundaries of the City of Bethlehem; and

WHEREAS, BusPatrol and the City, by and through the BPD, shall be subject to the conditions and terms specified and set forth in MOU attached hereto, (the “MOU”) regarding the enforcement of violations of 75 Pa.C.S.A. § 3345 captured using an automated stop signal arm enforcement system; and

WHEREAS, the duration of the MOU shall remain in effect so long as BusPatrol’s Stop Arm Agreement with the District remains in effect, including any extensions thereof, unless terminated prior thereto pursuant to the provisions set forth in the MOU.

NOW THEREFORE BE IT RESOLVED, on this _____ day of _____, 2023, that the City Council of the City of Bethlehem, approves and ratifies the Memorandum of

Understanding attached hereto and that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute the same on behalf of the City of Bethlehem.

Sponsored by _____

ADOPTED by Council this ____ day of _____, 2023.

President of Council

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING
Between
BUSPATROL AMERICA, LLC
And
CITY OF BETHLEHEM POLICE DEPARTMENT
In Support Of
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Memorandum of Understanding (the “MOU”) is made and entered into by and between BusPatrol America, LLC (“BusPatrol”) with its principal place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079, and City of Bethlehem Police Department with its principal offices located at 10 East Church Street, Bethlehem, PA 18018 (“Law Enforcement Agency”) (each a “Party”, together the “Parties”).

1. Purpose. This MOU is to establish a framework for BusPatrol and Law Enforcement Agency to cooperate in connection with BusPatrol’s operation of a School Bus Stop Arm Enforcement Program (“Stop Arm Program”), as authorized by PA C.S. Title 75 Chapter 3345.1 (“Stop Arm Law”) as well as BusPatrol’s Master Services Agreement with the Bethlehem Area School District (“Stop Arm Contract”).

2. Required Cooperation.

- a. BusPatrol agrees to provide reasonable assistance to the Law Enforcement Agency in connection with the issuance and adjudication of tickets issued in connection with the Stop Arm Program, including:
 - i. Providing information necessary for Law Enforcement Agency to review and issue tickets, including but not limited to data and images of violations identified through the BusPatrol system as well as any other information required under the Stop Arm Law or Stop Arm Contract;
 - ii. Providing information reasonably necessary for Law Enforcement Agency to adjudicate and appeal contested tickets, including any information requested by a court or administrative tribunal;
 - iii. Paying any filing fees, mandated payments, costs, and assessments in connection the adjudication of any contested ticket.
- b. Law Enforcement Agency agrees to use best efforts to review and assist in adjudication of tickets, including timely submitting all required filings and participating in all required proceedings to adjudicate contested tickets in accordance with applicable law.
- c. Law Enforcement Agency, in its sole discretion, may choose to appeal adjudicated tickets resulting in an initial finding of no violation.

3. No Cost. Each Party to this MOU agrees that, with the exception of the foregoing, the activities undertaken pursuant to this MOU shall be undertaken at no cost to the other Party. BusPatrol expressly agrees that it shall have no claim against Law Enforcement Agency for reimbursement of filing fees, mandated payments, costs, assessments, or payment of any other amounts for performance of any activities called for in this MOU, and that BusPatrol’s sole mechanism for reimbursement or payment of such amounts is through the Stop Arm Contract.

4. Term, Termination. This MOU shall take effect on the date of last signature below and shall continue for the duration of the Stop Arm Contract, including any extensions thereof. This Agreement may be terminated:

- a. By either Party, in whole or in part, with or without cause, on thirty (30) days prior written notice to the other Party;
- b. By either Party in the event of a material breach by the other Party that is not cured within fifteen (15) business days of the breaching Party's receipt of written notice from the non-breaching Party;
- c. By BusPatrol immediately in the event that: (i) the Stop Arm Contract is terminated; (ii) Stop Arm Law or other applicable state or local statutes or regulations are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program, including but not limited to any change in any laws that would substantially reduce or eliminate fines or charges for Violations of the Stop Arm Law, or that would otherwise eliminate the source of funding for the School Bus Stop Arm Program; or (iii) A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence.

5. Binding Effect, Changes. This MOU and the respective rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns. This MOU may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and Law Enforcement Agency.

IN WITNESS WHEREOF, the Parties, through their duly authorized signatures, enter into this MOU effective as of the last date of signature below (the "Effective Date").

BUSPATROL AMERICA LLC:

By: _____
Name: Karoon Monfared
Title: CEO, BusPatrol America LLC
Date: _____

LAW ENFORCEMENT AGENCY:

City of Bethlehem Police Department

By: _____
Name & Title: _____, Chief of Police

By: _____
Name & Title: J. William Reynolds, Mayor

Attest: _____
Name & Title: George Yasso, Controller
Date: _____

RESOLUTION 2023-_____

**AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT PURSUANT TO
53 Pa. C.S.A. §2307 BY AND BETWEEN THE CITY OF
BETHLEHEM POLICE DEPARTMENT AND THE
NORTHAMPTON COUNTY DISTRICT ATTORNEY.**

WHEREAS, the City of Bethlehem is a municipal corporation being a City of the Third-Class, subject to the Optional Third-Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “City”); and

WHEREAS, pursuant to Article 107 of the Codified Ordinances of the City of Bethlehem, the City established a Police Department (hereinafter referred to as “BPD”) which is responsible for all police services required for the protection of the residents of the City, along with Emergency Management; and

WHEREAS, the Northampton County District Attorney’s Office, headed by the Northampton County District Attorney (the “NCDA”), is responsible for prosecuting all crimes committed within Northampton County, and is responsible for the prosecution of criminal matters at all stages of the process, including preliminary hearings, pre-trial conferences, guilty pleas, trials, appeals, and collateral proceedings; and

WHEREAS, the Northampton County District Attorney’s Office works closely with local police agencies, including the BPD, to investigate crimes that have occurred within Northampton County and to file criminal charges; and

WHEREAS, the BPD desires to enter into the Northampton County District Attorney’s Multijurisdictional Major Crimes Task Force Agreement attached hereto, (the “Agreement”) for the purpose of joining the multijurisdictional authority known as the Northampton County Major Crimes Task Force, which will direct its primary enforcement efforts in the areas of (1) investigations concerning individuals engaged in illicit criminal activities with specific emphasis on homicides, robberies, gun violence and gang activity, (2) development of intelligence data regarding criminal activity in the area, and (3) dissemination of intelligence activities to the appropriate federal, state and local law enforcement agencies; and

WHEREAS, the BPD’s involvement in the Agreement shall become effective on the date the City signs the Agreement and shall continue until terminated by the NCDA or the City upon a 30-day written notification to the other party.

WHEREAS, the Agreement further addresses the manner and extent of funding the obligations of the Agreement, and the organizational structure and operational procedures necessary to implement the Agreement.

NOW THEREFORE BE IT RESOLVED, on this ____ day of _____, 2023, that the City Council of the City of Bethlehem, approves and ratifies the Intergovernmental Agreement attached hereto and that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute the same on behalf of the City of Bethlehem and its Police Department.

Sponsored by _____

ADOPTED by Council this ____ day of _____, 2023.

President of Council

ATTEST:

City Clerk



Northampton County District Attorney's Multijurisdictional Major Crimes Task Force

PURPOSE

Purpose of this Agreement is to create a multijurisdictional authority to be known as the Northampton County Major Crimes Task Force. The Task Force will direct its primary enforcement efforts in the following areas:

- A. Investigations concerning individuals engaged in illicit criminal activities with specific emphasis on: Homicides, Robberies, Gun Violence, and Gang activity.
- B. Development of intelligence data regarding criminal activity in the area.
- C. Dissemination of intelligence activities to the appropriate federal, state, and local law enforcement agencies.

COSTS

The Parties understand that personnel appointed to the Multijurisdictional Task Force remain employees of their respective components of government and agree to supply necessary equipment items, including vehicles, and to compensate their officer(s) for personnel services rendered in support of Task Force operations. Such compensation shall include, but is not necessarily limited to, costs for wages, retirement benefits and insurance. Overtime costs members incur during their assignment to the Task Force will be reimbursed by the District Attorney's Office.

LIABILITIES/INSURANCE

- A. Each agency shall maintain appropriate liability insurance for itself and its Officer(s). The Commonwealth of Pennsylvania is self-insured.
- B. Each agency is responsible for its own personnel under the Worker's Compensation Act, in the event compensable injuries occur to its officer(s) while engaged in Task Force activities.
- C. Nothing in this Agreement shall be construed to limit the rights, claims, immunities, privileges, or defenses of any signatory hereto, which arise as a matter of law or otherwise. Nothing in this Agreement shall be understood or construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or the Pennsylvania State Police.



ACTIVATION OF TASK FORCE

- A. The activation of the Major Crimes Task Force will be determined by the District Attorney or his designee. Factors to be considered when determining if the Task Force will be activated, include but are not limited to:
1. Complexity of the incident
 2. The number of dedicated officers from the primary department
 3. Experience level of the primary department
 4. If the criminal Incident encompasses several jurisdictions
 5. A crime(s) in which there is a continued threat to the community
- B. Duration of Task Force: The assignment and duration of participation in the task force by each member will vary depending on the complexity of the criminal incident. An initial activation may require a higher number of task force members in order to meet the needs of the investigation and for the Task Force Supervisor to have the manpower necessary to address all of the tasks that need to be completed within a short amount of time. As the investigation continues, the Task Force Supervisor will make recommendations to the District Attorney or his designee as to the need for more or less manpower. Once it is determined a member will be released from their task force responsibilities, it shall be incumbent upon the Task Force Supervisor to ensure all reporting requirements are completed prior to their release.
- C. The Task Force will not be activated for any case, matter, or investigation which occurs within the primary jurisdiction of the Pennsylvania State Police (PSP), unless requested by the PSP, and with the concurrence of the District Attorney. The PSP shall also investigate any use of force incident involving its personnel assigned to the Task Force under its own policies and procedures, in accordance with governing law. Nothing herein will prohibit the District Attorney from conducting its own independent use of force investigation in any incident involving Law Enforcement Personnel.

TASK FORCE ROSTER

- A. With the approval of the District Attorney or his designee, a standing roster will be created of Detectives/ Investigators from State and Local law enforcement agencies that have experience and training in Major Case Investigations. These members will have previously agreed to participate in the Major Crimes Task Force with the approval of their respective Department heads. The list will contain their agency, name, rank, cell phone, and email.
- B. Chief County Detective: The Chief County Detective will be responsible for maintaining a current roster of all active law enforcement members available for Task Force assignments. This roster will be disseminated to County Detectives who may be assigned as Task Force Supervisors.



DUTIES OF NORTHAMPTON COUNTY MAJOR CRIMES TASK FORCE

District Attorney's Office agrees to supply the following facilities, equipment, and/or services to be utilized in support of Task Force activities.

1. Facilities to house the Task Force unit.
 2. Training as it relates to Homicide Investigations.
 3. Specialized equipment and/or communications devices.
 4. The issuance of credentials.
 5. Additional facilities, equipment, and/or services as needed.
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Credentials/equipment/components supplied by the District Attorney's Office to any Investigator/Detective must be surrendered upon termination of his/her affiliation with the Task Force.

OPERATIONAL PROCEDURES

The Parties agree that the following operational procedures shall prevail throughout the duration of this Agreement:

A. Task Force Supervisor

1. Will be a County Detective acting under the direct supervision of the District Attorney or his designee.
2. Is responsible for daily operations of the Task Force and overall direction and supervision of the assigned work force.
3. Will devise, implement, and arrange/administer training for personnel consigned to his/her supervision.
4. Will review, analyze, document, and approve use of official advance funds in accordance with reporting practices and directives.
5. Is responsible for timekeeping procedures, overtime approval, and submission of member's time tabulation(s) to respective agency.



B. Task Force Members

1. Will be full-time police officers from the local departments or state agencies. Such officers shall be full time investigators within their respective agency. At the time of activation to the Task Force they may not be subject to any current or pending disciplinary action.
2. Will maintain compliance with their respective agency's policies and procedures, as well as the Task Force policies and procedures. In the event of conflict, the most rigid standard will be adhered to, unless contrary to law.
3. Will request annual leave to the Task Force Supervisor, who will coordinate the request with the respective agency.
4. Any agency which assigns multiple officers to the Task Force shall coordinate with the District Attorney as to which officers(s) will be present for any activation of the Task Force, based on the needs of the agency.

OTHER OPERATIONAL CONSIDERATIONS

- A. Report writing—Report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by Task Force members.
- B. Confidential sources—Confidential source (CS) policy shall be followed. CS policy includes, but is not limited to, preparation of reports identifying the CS, a record of his/her motivation, fictitious names, true signature, photos, fingerprint, and other data that will serve to protect both the CS and control officer(s). The CS procedure shall include strict adherence to policy for monetary payments (i.e., witnesses and receipts) and debriefing procedures.
- C. Use of Force- Task Force personnel will follow their own agencies' policies concerning the use of force, including without limitation firearms discharge and use of deadly force.
- D. Directives concerning utilization of official advance funds shall be rigidly adhered to.
- E. The local authority in whose jurisdiction the Task Force is operating shall be notified that the Task Force is conducting an operation in its jurisdiction; when possible, the local jurisdiction will participate in said operation. This provision may be waived if exigent circumstances do not permit notification and/or participation or if the Task Force Supervisor believes an unusual circumstance makes the notification or participation unwise.



- F. Responsibility for determination of which cases shall and shall not be allocated Task Force resources shall rest with the District Attorney or his designee.



TERMINATION/MODIFICATION OF AGREEMENT

This Agreement may be terminated by any of the Parties, shown by notice in writing given to the other Parties thirty (30) days prior thereto. Deletions, additions, or modifications to this Agreement must subsequently be incorporated herein and must be approved by each of the Parties referenced.

In consideration of the Northampton County District Attorney and in accordance with the terms, conditions, and obligations set forth above, the undersigned Parties do hereby agree to the operation of the Northampton County Major Crimes Task Force.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Agency: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Agency: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Agency: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Agency: _____

Signature: _____

Title: _____ Date: _____

Printed Name: _____

Agency: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Agency: _____



RESOLUTION 2023-_____

**AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL MEMORANDUM OF
UNDERSTANDING PURSUANT TO 53 Pa. C.S.A. §2307 BY
AND BETWEEN THE CITY OF BETHLEHEM POLICE
DEPARTMENT AND U.S. IMMIGRATION AND CUSTOMS
ENFORCEMENT HOMELAND SECURITY
INVESTIGATIONS.**

WHEREAS, the CITY OF BETHLEHEM, is a municipal corporation being a City of the Third-Class, subject to the Optional Third-Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “City”); and

WHEREAS, pursuant to Article 107 of the Codified Ordinances of the City of Bethlehem, the City established a Police Department (hereinafter referred to as “BPD”) which is responsible for all police services required for the protection of the residents of the City, along with Emergency Management; and

WHEREAS, the U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS (the “HSI”) is organized pursuant to federal law under the Department of Homeland Security; and

WHEREAS, HSI and City, by and through the BPD, desire to enter into the Memorandum of Understanding attached hereto, (the “MOU”) for the purpose of cooperation and coordination between the parties related to and governing the use of HSI designations by certain employees of the BPD; and

WHEREAS, the MOU shall become effective on the date the last party signs the MOU and shall continue until terminated by either party upon a 30-day written notification to the other party.

WHEREAS, the MOU further addresses the manner and extent of funding the obligations of the MOU and the organizational structure necessary to implement the MOU.

NOW THEREFORE BE IT RESOLVED, on this _____ day of _____, 2023, that the City Council of the City of Bethlehem, approves and ratifies the Intergovernmental Memorandum of Understanding attached hereto and that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute the same on behalf of the City of Bethlehem and its Police Department.

Sponsored by _____

ADOPTED by Council this _____ day of _____, 2023.

President of Council

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

between

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

and

Bethlehem Police Department

regarding

THE DESIGNATION OF

Bethlehem 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 Bethlehem 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 Pa.C.S.A. Section 8953.
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 Bethlehem 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 Bethlehem 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 Bethlehem 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.*).

Bethlehem Police Dept. agrees:

- a. That only sworn law enforcement officers of Bethlehem 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 Bethlehem 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: HSI Philadelphia

Name: Brent Morral

Title: Supervisory Special Agent

Address: 200 Chestnut Street, Suite 200

Philadelphia, PA 19106

Telephone Number: +1 (215) 717-4969

Fax Number:

E-mail Address: brent.w.morral@ice.dhs.gov

Bethlehem Police Dept. :

Name: Michelle Kott

Title: Chief of Police

Address: 10 East Church Street

Bethlehem, PA 18018

Telephone Number: +1 (610) 865-7000

Fax Number: +1 (610) 865-2462

E-mail Address: mkott@bethlehem-pa.gov

- 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:

William S. Walker

Name of HSI Official

Special Agent in Charge

Title of HSI Official

Homeland Security Investigations

U.S. Immigration and Customs Enforcement

Date: _____

Name of Other Party's Official

Title of Other Party's Official

Name of Other Party's Agency

Date: _____