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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 America 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

TERENCE HOUCK
DISTRICT ATTORNEY

COUNTY OF NORTHAMPTON
OFFICE OF THE DISTRICT ATTORNEY

Northampton County Government Center
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December 21, 2022

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Chief Michelle Kott
City of Bethlehem Police Department
10 East Church Street
Bethlehem, PA 18018

Dear Chief Kott:

In an effort to combat the sexual exploitation of children and trafficking of individuals here in Northampton County, the District Attorney's Office is partnering with Homeland Security Investigations (hereinafter "HSI") to establish a task force to conduct investigations throughout Northampton County into allegations of child exploitation and human trafficking.

The mission of the task force will be to use all available resources to combat human trafficking by aggressively investigating, identifying, and prosecuting offenders and organizations involved in the trafficking of individuals and those offenders who utilize the internet to solicit minors for the purpose of engaging in sexual contact.

Supervisory Special Agent Brent Morral and Special Agent Kathryn Murray from HSI will be two of the task force's federal partners and will provide operation-specific training in this field. All overtime and extraneous financial expenses will be covered by the federal agency. Local officers who join the task force will be designated as Task Force Officers and will have county-wide jurisdiction. A memorandum of understanding signed between Homeland Security Investigations and the respective local department will be executed to clearly delineate the responsibilities of all involved.

Please note, this is not a full-time task force. Local departments are not being asked to forfeit one of their officers. Instead, the District Attorney's Office is merely seeking to strengthen investigations that local departments are conducting already by providing federal training, support, and oversight by the District Attorney's Office.

Detective Emily Falko has been identified by Special Agent Kathryn Murray as a law enforcement officer that would be an asset to the task force. Please let me know if the City of Bethlehem Police Department is interested in participating in this initiative.



Very truly yours,

Terence P. Houck
District Attorney

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

Name of Other Party's Official

Special Agent in Charge
Title of HSI Official
Homeland Security Investigations
U.S. Immigration and Customs Enforcement

Title of Other Party's Official
Name of Other Party's Agency

Date: _____

Date: _____