

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**DEPARTMENT OF HOMELAND SECURITY**  
**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**HOMELAND SECURITY INVESTIGATIONS**  
**RESIDENT AGENT IN CHARGE, OMAHA**  
**Through the**  
**SPECIAL AGENT IN CHARGE, KANSAS CITY**  
**And**  
**Lancaster County, Nebraska,**  
**on behalf of the Lancaster County Sheriff's Office, and**  
**the Lincoln Police Department, Nebraska**  
**As participants in**  
**CRIMINAL INTERDICTION TASK FORCE**

**1. PARTIES**

The parties to this Memorandum of Understanding (MOU), Lancaster County, Nebraska on behalf of the Lancaster County Sheriff's Office (LSO), and the Lincoln Police Department (LPD), are participating agencies in the Criminal Interdiction Task Force (CITF), sponsored by the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Resident Agent in Charge (RAC), Omaha (HSI/Omaha), under the Special Agent in Charge (SAC), Kansas City (HSI/Kansas City).

**2. AUTHORITIES**

Homeland Security Act of 2002, Pub. L. 107-298, 116 Stat. 2135 and internal policy directives.

Nothing in this MOU is intended to conflict with current law, regulation, or policy. Further, nothing in this MOU is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction. If any term of this MOU is inconsistent with law, regulation, or other authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

**3. PURPOSE**

**a. Mission and Role**

The primary mission of CITF is to target major criminal enterprises, money couriers and money launderers that affect national and international commerce. The CITF targets organizations engaged in the transportation of illicit criminal proceeds. The primary method is criminal interdiction through vehicle code enforcement on Interstate 80 (I-80), which is a major bulk currency smuggling corridor. The CITF uses a systems-based approach from the initial seizure, to the resulting investigating, culminating with the successful criminal prosecution and forfeiture of illegally derived currency. Working together, CITF's participating agencies will pursue the prosecution of criminal statutes that pertain to State and Federal financial crimes.

Three (3) agencies participate in CITF: LSO, LPD, and HSI/Omaha. These agencies are in Lincoln, Lancaster County, Nebraska, and the Omaha, Nebraska, metropolitan area. Personnel who participate in

CITF include federal agents, police officers, sheriff's deputies, investigators, and intelligence analysts. The CITF is headquartered at the Lincoln/Lancaster Justice Center in Lincoln, Nebraska.

Through the partnership of the participating agencies, investigators will seek to leverage collective resources with the goal of disrupting and dismantling illicit networks. Once a specific target is identified, CITF will have the option of investigating for subsequent prosecution or communicating the information to another enforcement program, whether within HSI or another state/local law enforcement jurisdiction.

#### **4. OVERSIGHT AND LEADERSHIP**

The CITF will be Co-Directed by the HSI/Omaha RAC, or their designee, the LSO Sheriff, or their designee, and the LPD Chief of Police, or their designee. The Co-Directors are responsible for establishing priorities, direction, and oversight of all operations management and supervision of CITF's resources.

#### **5. RESPONSIBILITIES**

##### **a. Jurisdiction**

All participating agencies will maintain the jurisdictional authority of their respective geographical and subject-matter areas. It is understood that all participating agencies will support and aid other members of CITF regardless of the geographical and jurisdictional areas in which they normally operate provided they have jurisdictional authority to act. Some investigations and enforcement actions may require members of CITF to travel to other jurisdictions, which shall require the approval of their parent agency Co-Director. Additionally, CITF members that are cross-designated as Title 19 Task Force Officers (TFOs) with federal Customs Officer authority, will follow HSI Directives and instructions when utilizing enforcement authority conveyed by HSI/Omaha and will not operate outside the policies and practices of the participating agency.

Any participating agency may bring investigative leads, sources of information, investigations or missions for CITF to evaluate and pursue. The CITF will maintain the discretion to assist based on its standing priorities as established by the Co-Directors and based on the workload and resources available.

The CITF participating agencies acknowledge that HSI/Omaha, as part of the United States government, is bound by federal laws including the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2401(b), and 2671-80, and the Anti-Deficiency Act, 31 U.S.C. § 1341. HSI is effectively "self-insured" under the FTCA, which provides that the United States may be sued for damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI's employees while those employees are acting within the scope of their offices or employment. If CITF personnel or participating agencies suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of their employees while those employees are acting within the scope of their offices or employment and wish to submit a claim under the FTCA, they or their estate will contact HSI/Omaha for information on how to do so.

##### **b. Personnel**

Each agency will be responsible for the salaries, benefits, vacation, sick leave, vehicles, and other compensation of their respective personnel dedicated to CITF. Overtime accrued by personnel assigned to the CITF from participating agencies may be reimbursed as described in Part 5(c).

Each participating agency's personnel shall also continue to remain accountable to his or her employing agency within the policies and procedures of that agency. While personnel will serve under the direct daily control of CITF, they remain under the legal, administrative and disciplinary purview of their parent agency and parent agency supervision. Participating agency personnel assigned to CITF will abide by and adhere to all policies and procedures regarding conduct promulgated by their respective parent agencies.

c. Overtime Reimbursement

As in the past, HSI/Omaha may reimburse overtime for those assigned to CITF in accordance with the provisions of the Treasury Executive Office for Asset Forfeiture (TEOAF) Directive 18 State and Local Overtime Reimbursement Program (SLOT). Overtime reimbursement requires the HSI SAC to execute a separate MOU, which is currently on file for LSO and LPD, for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund (TFF) with the participating parent agency and would also be subject to the availability of TFF monies. Additional overtime reimbursement may be funded through the Organized Crime and Drug Enforcement Task Force (OCDETF), Interdiction Initiative. Any reimbursements through the SLOT do not constitute federal grants to the state or local law enforcement agency partners. Overtime salaries, travel, fuel, training, equipment, and other similar costs of state and local law enforcement officers that are incurred in a joint law enforcement operation with a TFF agency can be authorized for reimbursement, subject to the availability of funds.

d. Data Management

The CITF will provide a detailed briefing and summary of active cases, accomplishments and significant activities to participating agencies as necessary to meet an individual agency's reporting requirements.

Information that is provided to and maintained by federal agencies will become records for the Privacy Act (5 U.S.C. § 552a) and Freedom of Information Act (5 U.S.C. § 552). No participating agency will disclose another participating agency's records or any other information that is privileged or confidential, law enforcement sensitive or otherwise prohibited from disclosure by law, regulation, or policy, without the prior permission of the originating agency. This includes data collected from Financial Crimes Enforcement Network (FinCEN) anything considered and subject to Bank Secrecy Act (BSA) regulations. As the administrator of the BSA, FinCEN manages and maintains FinCEN Query as the government wide access service for exploiting BSA data in pursuit of our common mission to protect our financial system from the abuses of financial crime, terrorist financing, money laundering and other illicit activity. The CITF will take appropriate steps to safeguard BSA data and to uphold the confidentiality requirements associated with suspicious activity reporting. Unauthorized disclosure or release of information collected under the BSA may result in criminal or civil sanctions.

Throughout the course of CITF investigations and enforcement activities, legal advice may be obtained from the assigned prosecutor(s) and/or participating agency counsel as required by law and policy. The parties agree to advise HSI counsel and their CITF Group Supervisor/Sergeant of each court proceeding in which a) the validity of a participating agency's investigative, search, seizure or arrest authority becomes an issue; or b) the credibility or integrity of a participating agency employee or of CITF becomes an issue.

e. Equipment

Facilities, vehicles and equipment provided by participating agencies that are utilized in support of CITF operations remain the property of the providing agency. Maintenance, replacement and other costs

associated with equipment assigned to the CITF will remain the responsibility of the providing agency, unless otherwise provided for by the CITF. At the discretion of each agency and upon thirty (30) days written notice to the Task Force Co-Directors, or upon withdrawal of an agency from the CITF, or upon dissolution of the CITF, all equipment will be returned to the owning agency.

## **6. OPERABILITY, NEW PARTICIPANTS, AMENDMENTS AND WITHDRAWAL**

### **a. Operability**

This MOU shall become effective for one (1) year from the date of execution by the HSI SAC and both participating agencies, and it shall apply to HSI/Omaha and all participating agencies who have signed this MOU without regard to the status of any other agency that may subsequently become a participating agency. The term of this MOU shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms upon agreement by all parties.

### **b. New Participants**

After the effective date of this MOU, the signing of an addendum between HSI and an agency will constitute the addition of a participating agency to this MOU. An addendum shall become effective upon the signature of HSI SAC and the new agency. An executed addendum shall also constitute an acceptance of the terms of the MOU and an addition of the agency to the list of participating agencies to the CITF. The Task Force Co-Directors will maintain a current list of participating agencies and personnel.

### **c. Amendments**

All amendments to this MOU are effective upon the signature of HSI SAC and at least one other member agency and are effective upon all participating agencies upon their receipt of written notice of such amendments.

### **d. Withdrawal**

A participating agency may withdraw from this MOU and CITF at any time, by providing thirty (30) days written notice to the appropriate HSI/Omaha point of contact. After an agency's withdrawal, this MOU shall continue to be effective upon all other participating agencies.

## **7. NO PRIVATE RIGHT CREATED**

This MOU is an internal MOU and does not create or confer any right or benefit on any other person or party, private or public.

## **8. ASSET SHARING**

During enforcement and investigative activities by CITF, HSI/Omaha will attempt to identify and seize assets that may be forfeited under federal, state and local administrative, civil, and criminal forfeiture statutes. Such activities will be executed in accordance with federal laws and regulations, and agency and prosecutorial policies and guidelines.

### **a. Task Force Agreement and Equitable Sharing**

Equitable sharing can now be done under the new task force model as outlined in the U.S. Department of Treasury and the U.S. Department of Justice Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (DOJ-TEOAF Joint Guide to Equitable Sharing) issued on July 24, 2018. Participating agencies can share based on agreed percentages defined in an MOU. Although the DOJ-TEOAF Joint Guide to Equitable Sharing states that the minimum federal share is 20 percent, HSI policy still states that the minimum federal share is 30 percent. The only deviation to this would be in the case of a federal adoptive seizure where the minimum federal share is 20 percent, as outline in the memorandum "Updated Federal Adoptions Policy and Equitable Sharing Guidance," signed by Acting EAD Derek N. Benner on August 30, 2017, or as otherwise updated or superseded.

The net proceeds of property that is federally forfeited shall be shared as follows, provided that participating personnel actively contributed in good faith to such investigation and in accordance with the MOU and all operative rules, regulations, and policies:

Non-federally adoptive seizures:

HSI minimum share 30%  
LSO share up to 52.5%  
LPD share up to 17.5%

Federal adoptive seizures:

HSI minimum share 20%  
LSO 57.5%  
LPD 22.5%

In cases where the Lancaster County Attorney's Office has direct involvement in the investigation, 2.5% of the net proceeds will be deducted from LSO and LPD's share (total of 5%) and shared with the Lancaster County Attorney's Office.

Sharing requests may be submitted at any time following seizure, but no later than 45 days after the seizure, but no later than 45 days after forfeiture unless a waiver is submitted and granted by the federal deciding authority. No sharing request or recommendation, including shares negotiated in a task force or other agreement, is final until approved by the federal deciding authority which in this case is the HSI Asset Forfeiture Unit (AFU). The determination of whether an agency is entitled to this base level of asset sharing is within the sole discretion of the AFU. The parties acknowledge, however, that the disposition of assets forfeited under federal law is within the discretionary authority of the Department of Treasury and/or the Department of Justice, as applicable in each case.

Circumstances that may warrant a departure from the asset sharing arrangement include but are not limited to the following: outstanding participation by a participating agency, amount of the seizure, participation by the Lancaster County Attorney's Office or another law enforcement agency, the Task Force Co-Directors may recommend a deviation from the base equitable sharing percentage for each agency participating in that investigation, and the level of each agency's contribution to the investigation.

In sum Equitable Sharing Task Force Agreements ease the equitable sharing documentation process and enable a more efficient processing of payments especially in task force and multi-agency cases involving pre-established numbers of personnel and/or continuous contributions to long-term interdiction or ongoing operations. The agreements are reviewed annually and ensure that provisions are acceptable to all participating agencies. For seizures that occur outside these Task Force Agreements, the process of equitable sharing remains as established in the "DOJ-TEOAF Joint Guide to Equitable Sharing."

**9. POINTS OF CONTACT**

The recipients and points of contact for all required notices shall be the following:

- a. Homeland Security Investigations  
Sean Key, Resident Agent in Charge, Omaha  
13923 Gold Circle, Suite 200  
Omaha, Nebraska 68144  
Sean.M.Key@ice.dhs.gov
- b. Lancaster County Sheriff's Office  
Terry Wagner, Sheriff  
575 South 10th Street  
Lincoln, Nebraska 68508  
TWagner@Lancaster.ne.gov
- c. Lincoln Police Department  
Jeff Bliemeister, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508  
LPD1782@cjis.lincoln.ne.gov

**10. SIGNATORIES**

This Addendum is agreed to by the official signatories of HSI, LSO, and LPD as set forth below. Each signatory warrants that he or she is authorized to bind his or her agency to this Addendum. Each signatory agrees that this Addendum may be executed in multiple original counterparts, each of which shall constitute one and the same Addendum. This MOU will be reviewed and renewed annually to ensure that provisions are acceptable to all participating agencies.

SIGNED AND AGREED UPON:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Ronnie A. Martinez, (A) Special Agent in Charge  
Homeland Security Investigations, Kansas City

DATE: \_\_\_\_\_

\_\_\_\_\_  
Todd Wiltgen, Chair  
Lancaster County Board of Commissioners, Lancaster, NE  
on behalf of the Lancaster County Sheriff's Office

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jeff Bliemeister, Chief of Police  
Lincoln Police Department, Lincoln, NE