

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
THE UNITED STATES SOUTHERN COMMAND HEADQUARTERS**

**SUBJECT: ESTABLISHMENT OF U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
DETAIL TO UNITED STATES SOUTHERN COMMAND HEADQUARTERS**

I. PARTIES & PURPOSE

- A. This Memorandum of Agreement (MOA) establishes an agreement between the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and U.S. Southern Command Headquarters (USSOUTHCOM), hereafter known as the Parties. This MOA sets forth the terms and conditions under which ICE-HSI may detail personnel on a revolving and reimbursable basis to USSOUTHCOM. The overall objective of this MOA is to strengthen the planning and operations functions of the Parties through improving coordination and joint actions enabling both Parties to carry out their missions more effectively.
- B. This MOA is entered into under the authority of Title 31 USC § 1535, Department of Defense (DOD) Instruction 4000.19 and DHS Management Directive 0450.1 Memoranda of Understanding and Memoranda of Agreement.
- C. This MOA provides for the detail of two (2) ICE-HSI employees on a revolving and continuing basis to Headquarters (HQ) USSOUTHCOM, Doral, Florida, and sets forth the general relationship and responsibilities between the Parties. The two (2) detailees shall consist of (1) Supervisory Special Agent (GS-14/15) and one (1) Intelligence Research Specialist GS (13/14).
- D. Economy Act Findings. The required Determinations and Findings memorandum under 31 U.S. Code 1535(a) is at appendix A.

II. BACKGROUND

- A. Since 2009, USSOUTHCOM has had a full time ICE-HSI Supervisory Special Agent and an ICE-HSI Intel Analyst detailed to its Headquarters, located in Doral Florida. The detailees have provided specialized policy experience and unique technical knowledge that have made essential contributions toward the accomplishment of USSOUTHCOM's missions.
- B. The DHS and its component agencies, specifically ICE-HSI, has been an essential element in the overall synchronization, coordination and integration of interagency partners within USSOUTHCOM's Area of Responsibility (AOR).

III. ALLOCATION OF RESPONSIBILITIES

- A. ICE-HSI Supervisory Special Agent and ICE-HSI Intelligence Analyst. ICE-HSI will identify one HSI Supervisory Special Agent and one Intelligence Analyst with appropriate

experience and qualifications to serve at HQ USSOUTHCOM. The positions will be filled on a revolving and continuing basis.

- B. Duties. The duties associated with the specific detail assignments covered by the MOA are outlined in the position description at Appendix B & C.
- C. Salaries and Benefits. ICE-HSI will continue to pay the salaries, allowances, and other costs authorized under applicable ICE-HSI statutes and regulations. USSOUTHCOM shall reimburse ICE-HSI each year for the salaries and allowances of both detailees. This amount shall be for the actual salary costs and allowances, but will not exceed the statutory maximum for a GS-15, step 10. This cost will be paid to ICE-HSI at the beginning of each fiscal year, subject to the availability of funds, using a Military Interdepartmental Purchase Request (MIPR, DD Form 448) as the funding vehicle. The amount of reimbursement will be based on the actual costs of the detailees assigned to USSOUTHCOM. Upon receipt of the funding, ICE-HSI shall provide a MIPR acceptance document using a DD Form 448-2 within 10 business days. Beginning FY15, reimbursement for relocation costs for both representatives will be the responsibility of ICE-HSI.
- D. Safety and Security. The ICE-HSI detailees shall become familiar and comply with USSOUTHCOM safety, security and force protection guidelines.
- E. Recruitment and Selection. Recruitment and selection of the ICE-HSI detailees shall be the responsibility of ICE-HSI. The detailees will be required to have a TOP SECRET/SCI clearance.
- F. Personnel and Administrative Responsibility.
 - 1) Supervision and Performance Evaluation. Daily oversight at HQ USSOUTHCOM for the ICE-HSI detailees will be under the J3 Operations Directorate and J2 Intelligence Directorate to which the detailees will be assigned. Official performance evaluations and performance plans remain the responsibility of ICE-HSI. The supervisors in the J3 and J2 at USSOUTHCOM may provide written inputs to the evaluations if requested.
 - 2) Time and Attendance. Time and attendance actions and processes remain the responsibility of ICE-HSI including leave. USSOUTHCOM requests prior notification of any leave.
 - 3) Conduct. USSOUTHCOM reserves the right to return a detailee to ICE-HSI if the detailee is proven to have engaged in misconduct. ICE-HSI agrees to provide a replacement detailee within a reasonable period of time.
 - 4) Performance Awards and Pay Increases. ICE-HSI will remain approving and funding authority for performance awards, including quality step increases and promotions. A USSOUTHCOM manager may provide justification and recommendations regarding any performance awards if requested.
- G. Work Requirements. The detailees will be physically located (secure office spaces) within USSOUTHCOM Headquarters in Doral, Florida.
- H. Office Space and Equipment. USSOUTHCOM shall provide secure and enclosed office spaces, office supplies and automation equipment (including USSOUTHCOM SIPR/NIPR/JWICS accounts) as required. ICE-HSI will provide funding for any specific equipment required by ICE-HSI.

- I. Official travel, training, and other costs associated with official duty. USSOUTHCOM shall pay for any official travel or training expenses required or requested by USSOUTHCOM IAW DOD Joint Travel Regulations. ICE-HSI will provide funding for any specific travel and training expenses required by ICE-HSI.

IV. DURATION OF ASSIGNMENT OR DETAIL

The detail of the ICE-HSI employees pursuant to this MOA shall be for a period of two years from the date of arrival to USSOUTHCOM, with the ability to extend, subject to the agreement of both Parties and the availability of funding in each fiscal year. The Parties recognize that it may be necessary to adjust the detail period to conform to ICE-HSI's assignment policies and mission requirements.

V. POINTS OF CONTACT

- A. ICE-HSI International Operations: [REDACTED]
- B. USSOUTHCOM SCJ9: [REDACTED]
[REDACTED] (funding issues)

VI. AMENDMENTS:

This MOA may be amended at any time by written agreement of the Parties.

VII. IMPLEMENTATION AND TERMINATION

- A. This MOA shall become effective immediately upon signature of the representatives of USSOUTHCOM and ICE-HSI as designated below. The MOA shall remain in effect until terminated. Review of this MOA shall be conducted by both Parties a minimum of every three years and updated as required.
- B. Termination of this MOA is effective sixty days after a Party gives written notice of its intention to terminate, unless the Parties agree in writing to a different period.
- C. Performance of this MOA by both Parties is made in good faith with the full expectation of both Parties being able to fully comply with its terms and is subject to the availability of appropriations.
- D. Nothing in this MOA or any appendix shall be construed to conflict with current law, regulation, or directive of DHS/ICE-HSI or DOD/USSOUTHCOM. If a term in this MOA is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOA or any appendix shall remain in effect.
- E. The Office of the Secretary of Defense or USSOUTHCOM will not reassign the detailees to any other organization or location during the specified period of performance without written approval by ICE-HSI.

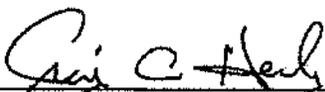
F. Nothing in this MOA is intended to diminish or otherwise affect the authority of either Party to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or offices, state agencies or officers carrying out programs authorized under federal law, or any other person.

VIII. OTHER PROVISIONS

The obligations in this MOA are subject to the availability of funds. No provision of this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC § 1341, or other applicable laws.

AUTHORIZATION OF MEMORANDUM OF AGREEMENT

Approved for ICE-HSI, National Security Investigations Division

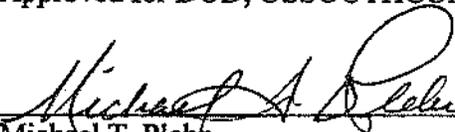


Craig C. Healy
Assistant Director (Acting)
National Security Investigations Division
U.S. Immigration and Customs Enforcement

3/25/15

Date

Approved for DOD, USSOUTHCOM



Michael T. Plehn
Major General, U.S. Air Force
Chief of Staff
U.S. Southern Command

25 Mar 2015

Date