



MEMORANDUM OF UNDERSTANDING

This document sets forth the general understanding between the United States Postal Inspection Service ("USPIS") and the City of Menifee on behalf of the Menifee Police Department (collectively, the "parties") with respect to a joint cooperative law enforcement effort, hereinafter referred to as the Inland Empire Financial Crimes Task Force (or simply, the "Task Force").

This document is not intended as a formal contract, but rather as an expression of understanding to facilitate cooperation. This document is an internal government agreement and is not intended to confer any rights or benefits to any private person or party. The goals of the Inland Empire Financial Crimes Task Force will be to protect the public by investigating criminal offenses related to financial fraud, identity theft, counterfeit securities, and associated mail theft and violent crimes.

I. Purpose

The purpose of this Agreement is to develop a cooperative effort with Federal, State and local law enforcement agencies charged with the investigation and prosecution of criminal offenses involving financial fraud, identity theft, counterfeit securities and associated mail theft and violent crimes as well as to establish the terms and conditions under which the participating agency may coordinate investigative efforts with and/or provide assistance to the USPIS in developing investigations and cases for criminal prosecution. Furthermore, this memorandum of understanding ("MOU") establishes the procedures for the reimbursement of certain overtime and other law enforcement expenses.

II. Mission

To develop a cooperative effort with Federal and local law enforcement agencies charged with the investigation and prosecution of identity theft, counterfeit securities, violent crimes, and related offenses, including but not limited to bank fraud, access device fraud, wire fraud, mail fraud, mail theft, and embezzlement schemes by means of forgery committed within the State of California.

III. Objectives

- A. To facilitate and maintain communications with participating agencies to maximize the effective use of the Task Force intelligence and resources;
- B. To share intelligence and other resources;

- C. To provide a coordinated response to identity theft and financial crimes, with an emphasis on organized criminal activity and mail theft, fraud recidivists, and violent criminals;
- D. To link and associate isolated financial crimes and related complaints with larger schemes and related criminal activity;
- E. To educate victims and the general public about all aspects of identity theft and counterfeit securities;
- F. To deter future identity theft crimes through an enhanced awareness of criminal penalties, successful prosecution of violent criminals engaged in financial crimes, and a proactive approach by the law enforcement community.

IV. Authorities

USPIS participation in this MOU is authorized under 18 U.S.C. § 3061, 39 U.S.C. §§ 401, 404, and 411.

V. Participants

The following Federal and local law enforcement agencies are participants in this initiative:

- A. USPIS
- B. Menifee Police Department

Any State or local employees assigned to the Task Force in accordance with this Agreement are not considered Federal employees, are not employed by the United States Postal Service ("USPS") or the USPIS. They do not take on the status or benefits of Federal employment, USPS employment, or USPIS employment by virtue of this assignment.

VI. Personnel Commitment

Each participating agency intends to provide experienced law enforcement personnel on a full- or part-time basis as needed to the Task Force (singularly, a Task Force Officer or "TFO") for participation on designated investigations. The participating agency will certify the personnel assigned to the Task Force are not the subject of any current or pending disciplinary actions, or completed disciplinary actions which would in any way compromise the mission of the initiative. Additions or deletions of personnel will be at the discretion of the authorizing supervisors of the respective participants. The participating agencies agree to furnish the following complement of personnel dedicated to the Task Force:

- A. USPIS – up to 2 Postal Inspectors/Task Force Officers
- B. Menifee Police Department – up to one (1) Detective/Officer

The Menifee Police Department agrees to furnish vehicles for their assigned investigator(s) and provide their personnel immediate access to such vehicles to travel from their residences in order to be able to respond to joint initiative-related emergency callouts, to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

The Menifee Police Department may request overtime as outlined in this MOU.

Members of the Task Force will be responsible for the investigation of financial fraud, identity theft, counterfeit securities, associated mail theft and violent crimes, and other associated criminal activity. Continued assignment of specific personnel to the Task Force will be based on performance and will be at the discretion of their respective agency heads.

VII. Principles

The following principles will help guide relationships among all law enforcement participants in this initiative regarding policy, planning, training, supervision, and public relations. All agencies participating in the initiative agree these principles will serve as a basis to mediate any disputes that arise during its operation.

VIII. Recognition of Authority

The Menifee Police Department recognizes the USPS is the principal Federal Law Enforcement Agency responsible for the investigation and enforcement of Federal laws regarding the U.S. Mail, use of the mails, and property in the custody of the U.S. Postal Service, as well as other Postal offenses.

The Menifee Police Department understands U.S. Mail under the custody or control of USPS is sealed against inspection and cannot be opened except under the authority of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure, or by consent from the sender and/or addressee of the mail piece. The Menifee Police Department may not, in any manner, detain or otherwise interfere with U.S. Mail, or record information from mail matter unless specifically authorized to do so by a U.S. Postal Inspector.

IX. Administration

Because this MOU outlines a cooperative endeavor on the part of all the participants, the policy, program involvement, and direction of this initiative should be joint responsibilities of the enforcement supervisors of the participants. Therefore, the cases will be jointly investigated, and no particular participating agency will prevail over another or will act unilaterally. The participants (or designated representatives) will

meet regularly as agreed upon to discuss investigations related to the above-mentioned offenses.

X. Jurisdiction

The determination as to whether a case will be prosecuted at the federal, state, or local level will generally be made following consultation with the United States Attorney Office(s) of jurisdiction. The decision as to whether a case should be prosecuted at the federal, state or local level will be based upon which level of prosecution will best serve the interests of justice consistent with the overall mission objectives of the initiative.

XI. Supervision

In order to affect efficient field operations, operational supervision of the personnel assigned to the Task Force, while working on initiatives or investigations directly related to the Task Force, will be the responsibility of a designated field supervisory officer. For the Task Force, the field supervisory officer is a U.S. Postal Inspector/Team Leader (also known as the Task Force Supervisor or “TFS”) assigned to the Los Angeles Division, San Bernardino Domicile. On matters not related to the Task Force, assigned personnel will continue to be subject to the established lines of supervision of their respective agencies.

In the event of a conflict with respect to supervisory authority, no action will be taken by the involved personnel until the conflict is resolved at the agency head level. Each member of the Task Force is subject to the personnel rules, regulations, laws and policies applicable to their respective agency. Each Task Force member will continue to report to his or her respective agency supervisor for non-investigative matters not detailed in this MOU.

Dismissal from the Task Force is at the sole discretion of the Postal Inspection Service.

XII. Operation

The TFS, in consultation with a case specific Assistant United States Attorney (“AUSA”), or the state and/or local prosecutor, will be primarily responsible for directing and monitoring investigations related to the Task Force. In cases which have been designated for federal prosecution, all investigative procedures shall conform to the current USPIS and Department of Justice regulations and guidelines on criminal investigations and undercover operations.

XIII. Information Sharing

- A. No information possessed by the USPIS, to include information derived from informal communications between Task Force personnel and USPIS employees

not assigned to the Task Force, may be disseminated by Task Force personnel to non-Task Force personnel without prior USPIS authorization and in accordance with the applicable laws and internal regulations, procedures or agreements between the Task Force and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, Task Force personnel will not provide any participating agencies' information to the USPIS that is not otherwise available to it unless authorized by appropriate participating agency officials. This prohibition shall not be interpreted to limit or prevent discussion between the Task Force member and his/her Menifee Police Department supervisors.

- B. Each Party that discloses personal identifying information ("PII") is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- C. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
- D. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
- E. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

XIV. Administrative Support

Routine administrative support will be provided by the USPIS.

TFOs will be provided access badges and necessary keys. USPIS will provide a cellphone and computer for the TFOs. USPIS will provide access to office space and equipment as required.

XV. Access to USPS/USPIS Facilities

At the direction of a Postal Inspector, TFOs may retrieve parcels from areas where mail is accepted or processed when the parcels are related to ongoing investigations.

TFOs must be accompanied by a Postal Inspector while conducting interdictions at USPS facilities.

XVI. Financial Responsibility

Each participating agency will be responsible for the pay and benefits of their employees participating on the Task Force.

XVII. Overtime Payments

The Menifee Police Department may request reimbursement of overtime salary expenses in connection with work performed on behalf of, and in furtherance of investigations performed by their investigators assigned to this initiative. Menifee Police Department officers are required to provide the TFS with documentation of approved investigative activity for certification, including the applicable case numbers.

At the sole discretion of the USPIS and as funding allocations permit, the USPIS will reimburse the participating agency for overtime salary expenses directly related to work on the Task Force performed by its officer(s) assigned to Task Force. Participating agency officers shall be required to provide the TFS with their overtime hours, along with referencing case numbers and documentation of investigative activity for certification by the TL prior to submitting their overtime for invoice preparation. It is requested that the participating agency provide a separate breakdown, by officer, of the date(s) and the number of hours they worked overtime along with the referencing case numbers, in addition to the overtime invoice. Overtime invoices should be submitted at least monthly to the USPIS San Bernardino Domicile (Los Angeles Division), to the attention of the TFS.

The maximum reimbursement allowable for overtime worked on behalf of the joint operation is \$19,840.75 per year, per Task Force officer.

Procedures for submitting requests for reimbursement are outlined in Attachment A.

XVIII. Program Audit

- A. This Agreement and its provisions are subject to audit by the USPIS, USPS Office of Inspector General, and other designated government auditors. The participating agencies agree to permit such audits and agree to maintain all records relating to these transactions for a period of not less than three years, and in the event of an ongoing audit, until the audit is completed.
- B. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this Agreement, as well as interviews of any and all personnel involved in these transactions.

XIX. Forfeitures

Forfeiture actions will be processed by the USPIS. All seizures will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines. The parties agree that at the discretion of the U.S. Postal Inspector's appointed designee, assets seized during Task Force investigations will be forfeited under State of California or Federal law, depending on the circumstances of the case and applicable laws. It is understood however that final decisions with respect to Equitable Sharing for assets forfeited administratively, are made at Inspection Service National Headquarters. Final decisions with respect to assets forfeited through Federal civil or criminal actions are made by the DOJ and must be in compliance with the State of California laws governing the receipt of Federal Equitable Sharing funds by State and local law enforcement agencies.

XX. Evidence

Evidence collected pursuant to Task Force investigations will normally be held by the agency responsible for presenting the case for prosecution unless other arrangements are made. Evidence collected in Task Force investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless the situation dictates otherwise.

XXI. Media Relations and Press Releases

Media relations and press releases will be coordinated between the participating Task Force agencies and controlled by the designated Task Force supervisory officer and the office of prosecution. Task Force participants agree that information will only be disseminated to the media in accordance with the terms of this MOU.

XXII. Disclosure of Grand Jury Proceedings

All personnel assigned to the Task Force shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Criminal Procedure regarding grand jury secrecy.

XXIII. Compliance with Civil Rights Act of 1964

All personnel assigned to this initiative will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by and pursuant to the regulations of the DOJ (28 CFR Part 42, Subparts C and D) issued pursuant to Title VI, relating to discrimination on the grounds of race, color, creed, sex, age, or national origin, and equal employment opportunities.

XXIV. Liability

Participating agencies shall hold USPS, its agents, employees, and representatives harmless from and against any and all claims, actions, or causes of actions and liabilities which may be asserted by third parties arising out of or resulting from any act taken or committed or any omission by its own personnel pursuant to this Agreement.

This Agreement and limitation on liability shall not discharge any claim for reimbursement made by USPIS to participating agencies for damages or expenses under the terms of this Agreement.

Any third-party claims, cause of action, and liabilities asserted will be handled in accordance with the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680.

XXV. Duration

This Task Force will be initiated once participating agencies sign this MOU. This MOU is in effect upon signing by authorized representatives of participating agencies and USPS and shall continue in full force and effect until terminated or canceled by the parties.

This MOU may be terminated or canceled by either party at any time on written notice provided thirty (30) days in advance of the effective date of termination. Any modification or amendment to this Agreement shall become effective when reduced to writing and signed by the authorized officials of the respective agencies.

XXVI. Authorization

This MOU is hereby accepted as setting forth the general intentions and understanding of the undersigned.

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Carroll Harris
Inspector in Charge, Los Angeles Division
United States Postal Inspection Service

Date: _____

Chris Karrer
Chief of Police
Meniffee Police Department

Date: _____

Armando G. Villa
City Manager
City of Meniffee (California)

Date: _____

ADDENDUM A

Cost Reimbursement Agreement

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and the City of Menifee on behalf of the Menifee Police Department, Federal Taxpayer Identification Number 94-3439857 that:

Subject to the availability of funds, the USPIS will reimburse the Menifee Police Department for overtime payments for the law enforcement officer(s) assigned to a joint initiative with the USPIS – Los Angeles Division as set forth below for expenses necessary for detection, investigation, and prosecution of crimes committed against the United States.

Overtime reimbursements for the Menifee Police Department officer(s) assigned to the initiative will be authorized and issued on an as needed basis and will be calculated at the usual rate for which the individual Officer's time would be compensated. The overtime reimbursement allocation for Menifee Police Department officer(s) assigned to the initiative will not exceed \$19,372.00 for each officer per Fiscal Year (October through September).

Overtime will be made directly to the Menifee Police Department by the USPIS. All overtime payments are made by electronic fund transfer ("EFT"). An ACH vendor/miscellaneous payment enrollment form must be on file with the USPIS's Los Angeles Division Headquarters to facilitate payments.

The Menifee Police Department agrees to provide monthly overtime invoices to include a breakdown per individual Officer of the date(s) and the number of overtime hours worked along with the associated case numbers. Overtime invoices requesting reimbursement for any given month should be submitted to the USPIS at the address below by the 10th calendar day of the following month for which reimbursement is requested:

U.S. Postal Inspection Service
ATTN Diana Johnson
Manager – Inspection Service Administration
P.O. Box 2000
Pasadena, CA 91102-2000
Email: DJJohnson@uspis.gov

At the commencement of each USPIS fiscal year, prior to the submission of any overtime reimbursement requests, the Menifee Police Department will provide the salary and hourly overtime rate for each Officer assigned to the joint initiative.

Requests for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each Officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the Menifee Police

Department that the request has been personally reviewed, the information is accurate, and the personnel for whom reimbursement is claimed were assigned to the joint initiative.

Each request for reimbursement will include: an invoice number, invoice date, TIN, and correct banking information, to complete the electronic funds transfer. The necessary banking information is the depositor's account title, bank account number, routing number, and type of account (checking, savings, or lockbox). If the banking information changes, the Meniffee Police Department must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.

Carroll Harris
Inspector in Charge, Los Angeles Division
United States Postal Inspection Service

Date: _____

Chris Karrer
Chief of Police
Meniffee Police Department

Date: _____

Armando G. Villa
City Manager
City of Meniffee (California)

Date: _____