



UNITED STATES POSTAL INSPECTION SERVICE

LOS ANGELES DIVISION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL INSPECTION SERVICE AND
THE CITY OF RIVERSIDE, CA BY AND THROUGH ITS POLICE DEPARTMENT
FOR JOINT COOPERATION IN CERTAIN NARCOTICS ENFORCEMENT ACTIONS AND
OTHER CRIMINAL INVESTIGATIONS**

This document sets forth the general understanding between the United States Postal Inspection Service ("Inspection Service" or "USPIS") and the City of Riverside, CA, by and through its Police Department ("RPD") with respect to a joint cooperative law enforcement effort, as well as the reimbursement of certain overtime salary costs and other law enforcement expenses.

This document is not intended as a formal contract, but rather an expression of understanding between the USPIS and RPD to facilitate cooperation in certain matters. This document is an internal Government agreement and is not intended to confer any right or benefits to any private person or party. The goals of the joint cooperative effort are to protect the public through the investigation and prosecution of criminal offenses related to the trafficking of controlled substances and other dangerous drugs, money laundering, mail and identity theft.

I. Purpose

Generally, the purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to develop a cooperative effort with RPD for the investigation and prosecution of criminal offenses involving the trafficking of controlled substances, money laundering, mail and identity theft, as well as establishing the terms and conditions under which RPD may coordinate certain investigative efforts and/or provide assistance to the USPIS in developing cases for criminal prosecution.

II. Mission

To investigate, and where appropriate, prosecute individuals participating in illegal drug activity and/or the theft of U.S. Mail in the southern part of California, specifically, the County of Los Angeles and surrounding counties, in order to protect the general public from illegal drug activity, create a safer and more secure environment for businesses and the general public, and protect the general public from identity theft in Los Angeles county and surrounding counties.

III. Objectives

- To facilitate and maintain effective communications between the USPIS and RPD.
- To share intelligence and other resources.
- To conduct coordinated responses to mailings containing controlled substances and proceeds related to the sales of controlled substances.

- To gather and share investigative intelligence, and identify drug traffickers who utilize the United States Mail.
- To identify individuals and organizations utilizing the US Mail to transport narcotics and other controlled or dangerous substances.
- To conduct undercover operations where appropriate, and engage in other law enforcement activities necessary to arrest and prosecute identified drug traffickers.
- To substantially reduce the receipt of illegal drug mailings to and from Los Angeles County and its surrounding counties.

IV. Participants

RPD employees assigned to this initiative pursuant to this Agreement are not considered Federal employees, nor are they employed by the United States Postal Service, or the Postal Inspection Service. They are not entitled to any benefits of Federal or Postal Service employment by virtue of their assignment.

V. Personnel Commitment

To accomplish the objectives of this MOU, RPD intends to provide experienced law enforcement personnel on an ad-hoc basis to the joint initiative for participation on designated investigations. By assigning personnel to this Task Force, RPD represents they are not the subject of any current or pending disciplinary action. Additions or deletions of personnel will be at the discretion of the authorized RPD supervisors. RPD agrees to furnish law enforcement vehicles for their assigned investigator(s).

VII. Principles

The following principles are intended to help guide the relationship between the Parties to this MOU.

Recognition of Authority

RPD recognizes the Postal Inspection Service is the principle Federal Law Enforcement Agency responsible for the investigation and enforcement of Federal laws regarding the U.S. Mail, use of the mails, property in the custody of the U.S. Postal Service, as well as other Postal offenses.

Administration

It is the intention of this Agreement designated cases will be jointly investigated when it is practical to do so. The Participants (or their designated representatives) will meet on a regular basis to discuss investigations, share intelligence, etc.

Jurisdiction

The determination as to whether a case will be prosecuted Federally or by the appropriate county or State authority will be based upon the determination of which prosecutorial venue will best serve the interest of justice consistent with the overall mission of the initiative.

Supervision

In order to maintain efficient field operations, operational supervision of RPD personnel assigned to the Task Force, while working on initiatives or investigations directly related to this MOU, will be the responsibility of a designated Task Force Supervisor ("TFS"). A Postal Inspector Team Leader or other designated Postal Inspector will be the TFS for this purpose. The Inspection Service will promptly notify RPD of any personnel changes in this regard.

The designated TFS will have overall responsibility for managing the assigned RPD personnel, and will be responsible for funding issues, interagency communication and coordination, workload tracking, resources, logistics, and day-to-day operational supervision. The RPD remains responsible for the general supervision of their employees, as well as all issues involving salary and other benefits.

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 each Agency's head level. Assigned RPD personnel remain subject to the personnel rules, regulations, laws, and policies applicable to RPD employees. Assigned RPD personnel will continue to report to their Agency supervisor for non-investigative matters not otherwise detailed in this MOU.

Standard Operating Procedure

The TFS will be primarily responsible for directing and monitoring investigations related to this MOU. In cases designated for Federal prosecution, all investigative procedures shall conform to current Inspection Service and Department of Justice regulations and guidelines with respect to criminal investigations and undercover operations.

The RPD understands mail entering or leaving the State of California is sealed against inspection, and cannot be opened except under authority of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure, or by consent from the sender or addressee of the mail piece. RPD personnel may not 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.

VIII. Financial Responsibilities

The RPD remains responsible for the salary and benefits of their employees participating pursuant to the terms of this Agreement. The Inspection Service will, subject to the availability of USPIS funds, and as more fully described below, provide funding for the reimbursement of authorized overtime payments for designated RPD Officers. Payments for Confidential Informants and other sources of information will be provided by the Inspection Service, depending upon available funding, and if approved in advance by the designated Inspection Service TFS.

IX. Overtime Payments/Financial Support & Accommodations

The RPD 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. RPD officers are required to provide the TFS documentation of approved investigative activity for certification, including the applicable case numbers.

Subject to the availability of USPIS funds, the maximum reimbursement allowable for overtime worked on behalf of the joint operation is \$17,753 per year, per officer. RPD Officer's overtime reimbursement shall not include any costs for benefits, such as retirement, FICA, and other expenses. Procedures for submitting requests for reimbursement are contained in Attachment A, *Cost Reimbursement Agreement*, which is a part of this MOU.

X. Program Audit

This Agreement and its provisions are subject to audit by the Inspection Service, USPS Office of the Inspector General (OIG), and other Government auditors. The RPD agrees to permit such audits and 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.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this MOU, as well as interviews of any and all personnel involved in these transactions.

XI. Forfeiture

The Inspection Service shall process assets seized pursuant to investigations conducted jointly pursuant to this MOU for Federal forfeiture proceedings when it is deemed appropriate to do so. In the event the forfeiture actions are perfected, RPD is entitled to Equitable Sharing pursuant to the terms of this Agreement. Equitable Sharing shall be conducted in accordance with Inspection Service policy and procedures, as well as the *Department of Justice – U.S. Attorney General Guidelines for Equitable Sharing*.

It is anticipated the equitable share awarded RPD will be 20% of the value of the assets seized and forfeited, less expenses, based on the level of participation of the assigned RPD law enforcement officer(s). 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 U.S. Department of Justice.

The RPD understands all equitable sharing, whether assets are forfeited administratively or judicially, must be in compliance with State of California laws governing the receipt of Federal Equitable Sharing funds by State and local law enforcement agencies.

XII. Evidence

Evidence collected during investigations pursuant to this MOU shall be retained in the custody of the Postal Inspection Service. It is anticipated that as a general practice, the Inspection Service protocols for processing and retaining evidence will be followed.

XIII. Media Relations and Press Releases

Media relations and press releases for jointly investigated matters will be coordinated between the USPIS and RPD.

XIV. Disclosure of Grand Jury Proceedings

Along with Postal Inspectors, RPD personnel assigned to this initiative shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Civil Procedure regarding Grand Jury secrecy. Disclosures of Grand Jury information to RPD personnel shall be made after authorization has been obtained from the appropriate United States Attorney's Office.

XV. Compliance with Civil Rights Act of 1964

All personnel assigned to this initiative shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by and pursuant to the regulations of the Department of Justice (28 C.F.R. 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.

XVI. Liability

For tort liability purposes, no participating agency shall be considered the agent of the other. The RPD shall be liable (if at all) only for those torts of its own employees committed within the scope of their official employment. The RPD is responsible for obtaining legal counsel and other representation for its employees. Any potential third party claim resulting from the act or omission of RPD or USPIS personnel will be handled in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680 et seq.

XVII. Duration

The joint initiative will be initiated on or about April 1, 2019. This MOU is in effect upon the signing by the authorized representatives of the USPIS and the RPD, and shall continue in full force and effect for the agreed upon term, unless terminated or canceled by either of the parties.

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

XVIII. Authorization and Signatories

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

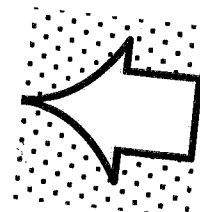
XIX. Severability

Each provision, term, condition, covenant and/or restriction, in whole and in part, in this MOU shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU and the remainder of the MOU shall continue in full force and effect.

For the U.S. Postal Inspection Service:

Nichole Cooper
Postal Inspector in Charge
Los Angeles Division

Date: _____



For the City of Riverside, Police Department:

Lea Deesing
Assistant City Manager

Date: _____

Approved as to Form:

By: 

Elliot H. Min
Deputy City Attorney

ATTACHMENT A

Cost Reimbursement Agreement

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and the City of Riverside, by and through its Police Department, 4102 Orange St., Riverside, CA 92501, Federal Taxpayer Identification Number 95-6000769 ("Riverside Police Department") that:

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

The Riverside Police Department will assign at least one investigator on an ad-hoc basis to the joint initiative. Overtime reimbursements for the Riverside Police Department Officers 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 Riverside Police Department officers assigned to the initiative will not exceed \$17,753 for each officer per Fiscal Year (October through September).

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

The Riverside 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 as soon as practical after the first of the following month for which reimbursement is requested:

U.S. Postal Inspection Service
ATTN Diana Johnson
281 E. Colorado Blvd.
Pasadena, CA 91101

At the commencement of each USPIS fiscal year, prior to the submission of any overtime reimbursement requests, the Riverside 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 Riverside 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 Riverside Police Department must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.

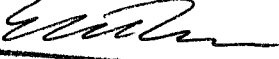
Nichole Cooper
Inspector in Charge, Los Angeles Division
United States Postal Inspection Service

Date: _____

Sergio G. Diaz
Chief of Police
Riverside Police Department

Date: _____

Approved as to Form:

By: 
Elliot H. Min
Deputy City Attorney

