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MEMORANDUM OF UNDERSTANDING

This document sets forth the general understanding among the United States Postal Inspection Service (USPIS), the Phoenix Police Department, Maricopa County Sheriff's Office, Scottsdale Police Department, Tempe Police Department, Mesa Police Department, Chandler Police Department, Peoria Police Department, and Glendale Police Department (Participating Agencies) under a joint, cooperative law enforcement effort, entitled the "Triple I" (Intelligence/ Investigation/ Interdiction) Parcel 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 goal of the Triple I Parcel Task Force will be to protect the public by investigating and prosecuting criminal offenses related to the trafficking of controlled substances/other dangerous drugs and violations of money laundering statutes.

I. Purpose

The purposes of this MOU are to develop a cooperative effort with federal and local law enforcement agencies charged with the investigation and prosecution of criminal offenses involving the trafficking of controlled substances and money laundering violations, and to establish the terms and conditions under which Participating Agencies may coordinate investigative efforts with, and/or provide assistance to, the USPIS in developing investigations and cases for criminal prosecution. Furthermore, this MOU establishes the procedures for the reimbursement of certain overtime and other law enforcement expenses under 31 USC § 9703.

II. Objectives

A. To facilitate and maintain communications with Participating Agencies to maximize the effective use of the task force intelligence and resources.

B. To conduct coordinated responses to mailings containing controlled substances and/or proceeds from the sales of controlled substances.

C. To identify illegal drug traffickers utilizing the mail and to successfully prosecute them.

III. Participants

Any state or local employees assigned to the Triple I Parcel Task Force under this MOU are not considered federal employees, and are not employed by the United States Postal Service (USPS) or the USPIS. They do not receive the benefits of federal employment, USPS employment, or USPIS employment by virtue of this assignment.

IV. Personnel Commitment

Each Participating Agency intends to provide experienced law enforcement personnel to the Triple I Parcel Task Force for designated investigations. The Participating Agency will certify that the personnel assigned to the task force are not the subject of any current or pending disciplinary action that would in any way compromise any investigation or prosecution under this MOU. The Participating Agency's authorized supervisors will assign to, or pare personnel from, the Task Force investigations as needed.

V. 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 that these guidelines will serve as a basis to mediate any disputes that arise during its operation.

VI. Administration

Because this MOU outlines a cooperative endeavor, the policy, program involvement, and direction of this initiative should be joint responsibilities of the Participating Agency's enforcement supervisors. Therefore, the cases will be jointly investigated and no particular Participating Agency will prevail over another or act unilaterally. Each Agency's designated representatives will meet regularly to discuss investigations related to drug trafficking and money laundering offenses.

VII. Jurisdiction

The Task Force attorneys will determine whether to federally prosecute a case or prosecute under county/state authority. The decision to prosecute in state or federal court will be based upon the level of prosecution which will best serve the interest of justice.

VIII. Supervision

United States Postal Inspector Mark Mancuso is the current Field Supervisory Officer responsible for the Triple I Parcel Task Force operations. For police matters unrelated to the task force, assigned personnel will follow their respective Participating Agency's chain-of-command.

Each member of the Triple I Parcel Task Force is subject to the personnel rules, regulations, laws and policies of their respective agencies. In the event a conflict arises between assigned personnel and the USPIS field supervisor, no action will be taken by those involved in that conflict until the matter is resolved at the Participating Agency's department head level.

IX. Operation

In consultation with the assigned task force attorneys, the USPIS Field Supervisory Officer will be primarily responsible for directing and monitoring all task force investigations and operations. Current Department of Justice regulations and guidelines govern all criminal investigations and undercover operations for cases designated for federal prosecution.

X. Administrative Support

USPIS will provide all routine administrative support.

XI. Financial Responsibility

Each Participating Agency is responsible for the pay and benefits of their respective assigned task force employees except that the USPIS will be responsible for overtime pay for local law enforcement officers assigned to and/or working operations directly related to the task force. Confidential informant payments and other investigative expenses will be paid for by the USPIS so long as they are approved in advance by the USPIS Field Supervisory Officer.

XII. Overtime Payments

A Participating Agency may request reimbursement of overtime salary expenses directly related to its assigned officers' work on the Triple I Parcel Task Force. Participating Agency officers shall be required to provide the USPIS Field Supervisory Officer in Phoenix with their overtime hours, along with the referencing case numbers and documentation of investigative activity for certification before submitting their overtime hours for invoice preparation. The Participating Agency must provide a separate breakdown, by officer, of the date(s) and the number of overtime hours; the referencing case numbers; and the overtime invoice. The Participating Agency may request reimbursement of other investigative expenses, such as travel, training, and other similar costs incurred by officer(s) assigned as member(s) of the Triple I Parcel Task Force in Phoenix. Overtime invoices should be submitted at least bi-weekly to the USPIS Phoenix (attention, U.S. Postal Inspector Mark Mancuso). The maximum reimbursement entitlement for overtime worked on behalf of the task force is set at $15,000 per officer per year.

XIII. Program Audit

A. This MOU and its provisions are subject to audit by the USPIS, USPS OIG, and other designated government auditors. The Participating Agency agrees to permit such audits and aggress 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 MOU, as well as interviews of any and all personnel involved in these transactions.

XIV. Forfeiture

The USPIS will process all forfeiture actions resulting from task force investigations. All seizures will be equitably shared by agencies participating directly in the operation/investigation leading to the seizure. At the discretion of the U.S. Postal Inspector's appointed designee, assets seized during Triple I Parcel Task Force investigations will be forfeited under Arizona or federal law depending on the circumstances of the case and applicable laws. All parties to this MOU acknowledge that the disposition of assets forfeited under federal law is within the discretionary authority of the U.S. Department of Justice under the Attorney General's Guidelines on Seized and Forfeited Property.

XV. Evidence

Evidence collected during investigations related to the Triple I Parcel Task Force shall be retained in the custody of the agency assigned the specific investigation and that agency is responsible for presentation and prosecution of the offenses.

XVI. Media Relations and Press Releases

Media relations and press releases will be coordinated among the Participating Agencies and controlled by the designated Triple I Parcel Task Force Supervisory Officer and the office of prosecution. Triple I Parcel Task Force participants agree that information will only be disseminated to the media under the terms of this MOU.

XVII. Disclosure of Grand Jury Proceedings

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

XVIII. 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 Department of Justice (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.

XIX. Liability

Participating Agencies shall hold USPIS, 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 any omission by Participating Agencies personnel pursuant to this MOU.

USPIS shall hold Participating Agencies, 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 any omission by USPIS personnel pursuant to this agreement.

This MOU shall not discharge any claim for reimbursement made by USPIS to Participating Agencies for damages or expenses under the terms of this MOU.

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), and 2671-2680.

XX. Duration

This Triple I Parcel Task Force will be initiated on or about October 11, 2011. This MOU is in effect upon signing by authorized representatives of Participating Agencies and USPIS and shall continue in full force and effect until October 31, 2021, unless sooner terminated or canceled by the parties. The Participating Agencies may renew this MOU for additional ten-year terms upon written notice to each other and the USPIS.

Participation in activities covered by this MOU may be terminated or canceled by any party at any time upon thirty (30) days written notice. Any modification or amendment to this MOU shall become effective when reduced to writing and signed by the authorized officials of their respective Participating Agencies.

XXI. Foreign Prohibitions

Parties certify under A.R.S. §§ 35-391 *et seq.,* and 35-393 *et seq.,* that they do not have, and during the term of this MOU will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

XXII. Authorization

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

By: _____ Date: 1/17/12

Name: PETE REGARAZ

Title: INC

Agency: USPIS

CITY OF GLENDALE, an Arizona municipal corporation

_____

Ed Beasley, City Manager

Date: December 14, 2011

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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Craig Tindall, City Attorney