

## MEMORANDUM OF UNDERSTANDING

This document sets forth the general understanding between the United States Postal Inspection Service, Phoenix Police Department, Maricopa County Sheriff's Office, Scottsdale Police Department, Tempe Police Department, Mesa Police Department, Chandler Police Department, Peoria Police Department, Glendale Police Department (Participating Agencies) with respect to a joint cooperative law enforcement effort, hereinafter referred to as 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 goals 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 purpose of this agreement is 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, as well as to establish the terms and conditions under which Participating Agencies may coordinate investigative efforts with and/or provide assistance to the United States Postal Inspection Service in developing investigations and cases for criminal prosecution. Furthermore, this agreement establishes the procedures for the reimbursement of certain overtime and other law enforcement expenses pursuant to 31 USC 9703.

### II. Mission

To investigate, arrest and prosecute individuals participating in illegal drug activity in the Phoenix Metropolitan Area in order to protect the general public from illegal drug activity and create a safer and more secure environment for businesses and the general public in the Phoenix Metropolitan Area.

### 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 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 cause their successful prosecution.
- D. To substantially reduce the illegal drug mailings committed in the Phoenix Metropolitan Area.

#### IV. Participants

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

- A. United States Postal Inspection Service
- B. Phoenix Police Department
- C. Maricopa County Sheriff's Office
- D. Scottsdale Police Department
- E. Tempe Police Department
- F. Mesa Police Department
- G. Chandler Police Department
- H. Peoria Police Department
- I. Glendale Police Department
- J. Tolleson Police Department
- K. Avondale Police Department
- L. El Mirage Police Department
- M. Arizona Attorney General

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

#### V. Personnel Commitment

Each Participating Agency intends to provide experienced law enforcement personnel to the Triple I Parcel Task Force for participation on 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 the mission of the initiative. Additions or deletions of personnel will be at the discretion of the authorizing supervisors of the respective participants.

#### VI. 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 principles will serve as a basis to mediate any disputes that arise during its operation.

#### VII. Administration

Because this Memorandum of Understanding 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.

## VII. Jurisdiction

The determination as to whether a case will be prosecuted federally or by the appropriate county or state authority will be made by the assigned task force attorneys. The decision as to whether a case should be prosecuted federally or by the state or county authorities will be based upon which level of prosecution will best serve the interest of justice consistent with the overall mission objectives of the initiative.

## IX. Supervision

In order to affect efficient field operations, operational supervision of the personnel assigned to this task force, while working on initiatives or investigations directly related to this task force, will be the responsibility of a designated field supervisory officer. For this task force the field supervisory officer is U.S. Postal Inspector Mark Mancuso. 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 Triple I Parcel Task Force is subject to the personnel rules, regulations, laws and policies applicable to their respective agency. Each Triple I Parcel Task Force member will continue to report to his or her respective agency supervisor for non-investigative matters not detailed in this MOU.

## X. Operation

The field supervisory officer, in consultation with the assigned task force attorneys, will be primarily responsible for directing and monitoring investigations related to this task force subject to guidelines from the participants. In cases which have been designated for federal prosecution, all investigative procedures shall conform to the current Department of Justice regulations and guidelines on criminal investigations and undercover operations.

## XI. Administrative Support

Routine administrative support will be provided by the U.S. Postal Inspection Service.

## XII. Financial Responsibility

Each participating agency will be responsible for the pay and benefits of their employees participating on the task force with the exception that the U.S. Postal Inspection Service

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 the U.S. Postal Inspection Service so long as approved in advance by the Postal Inspection Service Field Supervisory Officer.

### XIII. Overtime Payments

The Participating Agency may request reimbursement of overtime salary expenses directly related to work on the Triple I Parcel Task Force performed by its officer(s) assigned to this joint operation. Participating Agency officers shall be required to provide the USPIS field supervisor officer in Phoenix with their overtime hours, along with referencing case number and documentation of investigative activity for certification by the task force supervisor 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. 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 of the designated joint operations with USPIS Phoenix. Overtime invoices should be submitted at least bi-weekly to the USPIS Phoenix, to the attention of U.S. Postal Inspector Mark Mancuso. The maximum reimbursement entitlement for overtime worked on behalf of the joint operation is set at \$15, 000 per officer per year.

### XIV. Program Audit

a. This agreement 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 agrees 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.

### XV. Forfeiture

Forfeiture actions will be processed by the U.S. Postal Inspection Service. All seizures will be equitably shared by agencies participating directly in the operation/investigation leading to the seizure. The parties agree that 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 State of Arizona or Federal law depending on the circumstances of the case and applicable laws. All parties to this agreement acknowledge, however, that the disposition of assets forfeited under Federal law is within the discretionary authority of the U.S. Department of Justice in accordance with the Attorney General's Guidelines on Seized and Forfeited Property.

## XVI. 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 therefore responsible for presentation and prosecution of the offenses.

## XVII. Media Relations and Press Releases

Media relations and press releases will be coordinated between the participating Triple I Parcel Task Force 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 in accordance with the terms of this MOU.

## XVIII. 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.

## XIX. 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.

## XX. Liability

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

This agreement and limitation on liability shall not discharge any claim for reimbursement made by USPS 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.

XXI. Duration

This Triple I Parcel Task Force will be initiated on or about October 11, 2011. This memorandum is in effect upon signing by authorized representatives of Participating Agencies and USPIS and shall continue in full force and effect until terminated or canceled by the parties.

This memorandum 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.

XXII. Authorization

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

By: [Signature] Date: 3/1/12

Name: TOM RYFF

Title: CHIEF OF POLICE

Agency: TEMPE P.D.

APPROVED AS TO FORM  
BY: [Signature]  
TEMPE CITY ATTORNEY  
DATE: 3/1/12

By: [Signature] Date: 3/19/12

Name: PETE ZEGARRA

Title: INC

Agency: USPIS