

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

September 9, 2025

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Revenue Memorandum of Understanding with the United States Postal Inspection Service for Participation in the Contraband Interdiction and Investigations South Task Force

RECOMMENDATION(S)

1. Approve revenue **Memorandum of Understanding No. 25-692**, including non-standard terms, with the United States Postal Inspection Service, for staff participation in the Contraband Interdiction and Investigations South Task Force, effective upon full execution of the agreement and continuing until terminated by either party.
2. Approve Cost Reimbursement **Agreement No. 25-693**, to reimburse the Sheriff/Coroner/Public Administrator for overtime costs related to participation in the Contraband Interdiction and Investigations South Task Force.
3. Approve Vehicle Use **Agreement No. 25-694** for the Sheriff/Coroner/Public Administrator to receive a monthly stipend from the United States Postal Inspection Service, for costs related to the use of a vehicle assigned to staff participating in the Contraband Interdiction and Investigations South Task Force.
4. Authorize the Sheriff/Coroner/Public Administrator to execute, on behalf of the County, the Memorandum of Understanding, Cost Reimbursement Agreement, and Vehicle Use Agreement with the United States Postal Inspection Service, and execute any subsequent non-substantive amendments to the Memorandum of Understanding, subject to County Counsel review.
5. Direct the Sheriff/Coroner/Public Administrator to transmit the Memorandum of Understanding, Cost Reimbursement Agreement, Vehicle Use Agreement, and any subsequent non-substantive amendments to the Memorandum of Understanding to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Carolina Mendoza, Chief Deputy Director, 387-0640)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Memorandum of Understanding (MOU), the Cost Reimbursement Agreement and the Vehicle Use Agreement with the United States Postal Inspection Service (USPIS) provides for reimbursement of overtime hours for staff assigned to the Contraband Interdiction and Investigations South Task Force (CI2 South Task Force). The actual reimbursement will be based on the total overtime hours worked, not to exceed \$22,155 per year, and a monthly

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stipend of \$850 for vehicle costs, including routine maintenance and repairs. Sufficient appropriation and revenue have been included in the Sheriff/Coroner/Public Administrator (Department) 2025-26 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

The USPIS is a federal law enforcement agency responsible for investigating and enforcing federal laws regarding the United States mail (USM), use of the mail, and property in custody of the United States Postal Service, as well as other postal offenses.

The main objective of the CI2 South Task Force is to investigate, arrest, and prosecute criminal offenses related to the trafficking of controlled substances, other dangerous drugs, and violations of money laundering statutes associated with the USM, to protect the public from illegal drug activity, and to create a safer and more secure environment for business and the general public in the CI2 South Task Force jurisdictional areas.

The MOU delineates the responsibilities of the CI2 South Task Force personnel and formalizes the relationship between USPIS and the Department in order to maximize interagency cooperation, including by providing guidelines for joint operations, information sharing, access to postal facilities, handling of evidence, media relations and press releases.

The MOU also includes two additional agreements: A Cost Reimbursement Agreement (CRA) and a Vehicle Use Agreement (VUA). The CRA outlines the process to apply for reimbursement of overtime costs related to the CI2 South Task Force matters. The VUA specifies the monthly stipend for the maintenance and repairs of a Department vehicle assigned to staff participating in the CI2 South Task Force. The proposed MOU also includes non-standard terms and conditions that differ from the County's standard contract language as follows:

1. The MOU is silent on governing law.
 - The County standard contract requires California governing law.
 - Potential Impact: Having no specified governing law in the MOU results in uncertainty over which laws will govern the interpretation of the MOU and leads to ambiguity in the interpretation of the MOU terms. USPIS is a federal agency with offices located nationwide. The MOU could be interpreted under any state law, or under federal law, depending on where the claim is brought, including California. Any questions, issues, or claims arising under this MOU could require the County to hire outside counsel competent to advise on the applicable state or federal law, which may result in fees that exceed the total MOU amount.
2. The MOU does not require USPIS to meet the County's insurance standards, as required pursuant to County Policies 11-05, 11-07, and 11-07 SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that USPIS will be financially responsible for claims that may arise under the MOU, which could result in expenses to the County that exceed the total MOU amount.
3. The term of the MOU is indefinite, beginning upon execution by both parties and continuing until terminated by either party in writing.

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- County Policies 11-05 and 11-06 SP do not permit indefinite term or automatically renewing contracts except for end-user license agreements, software/hardware licenses and subscriptions, and master service agreements, or unless approved by the Board.
- Potential Impact: There is no end term to the MOU and the County is indefinitely bound to the terms and conditions of the MOU until termination by either party.

While the terms and conditions of the MOU are exceptions to the County's standard language, approval by the Board of Supervisors is necessary for the Department to participate in the CI2 South Task Force. County Counsel and Risk Management have reviewed the non-standard language and provided input.

Approval of Recommendation No. 4 will authorize the Sheriff/Coroner/Public Administrator to sign the MOU, CRA, and VUA, and execute any subsequent non-substantial amendments to the MOU.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Miles Kowalski, Deputy County Counsel, 387-5455) on August 20, 2025; Risk Management (Gregory Ustaszewski, Staff Analyst, 396-9008) on August 20, 2025; and County Finance and Administration (Erika Rodarte, Administrative Analyst, 387-4919) on August 22, 2025.

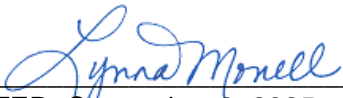
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: September 9, 2025



cc: Sheriff - Mendoza w/agree for sign
Contractor - c/o Sheriff w/agree
File- w/agree
MBA 09/15/2025