

MEMORANDUM OF UNDERSTANDING

This document outlines the general understanding between the United States Postal Inspection Service (USPIS) and the San Bernardino County Sheriff/Coroner/Public Administrator's Department (SBCSD) regarding a joint cooperative law enforcement effort, hereinafter referred to as the Contraband Interdiction and Investigations (CI2) South Task Force. The CI2 SOUTH TASK FORCE region includes the greater Los Angeles area.

This document is not intended to be a formal contract, but rather 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 CI2 SOUTH 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, State 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 SBCSD may coordinate investigative efforts with and/or provide assistance to the USPIS in developing investigations and cases for criminal prosecution.

II. Mission

To investigate, arrest, and prosecute individuals participating in illegal drug activity associated with the U.S. Mail in the jurisdictional areas 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 CI2 SOUTH TASK FORCE region.

III. Objective

- A. To facilitate and maintain communications with SBCSD to maximize the effective use of the Task Force intelligence and resources.
- B. To share intelligence and other resources.
- C. To conduct coordinated responses to mailings containing controlled substances and/or proceeds from the sales of controlled substances.
- D. To identify illegal drug traffickers utilizing the mail and to cause their successful prosecution.
- E. To substantially reduce the illegal drug mailings committed in CI2 SOUTH TASK FORCE region.

IV. Authorities

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

The Sheriff, as the head of a county's law enforcement agency, enters into this MOU pursuant to his authority over law enforcement operations within the county, and his duty to preserve peace by sponsoring or supervising projects related to crime prevention. (Gov. Code § 26600; Pen. Code § 830.1.)

Any State or local employees assigned to the CI2 SOUTH TASK FORCE in accordance with this Agreement are not considered Federal employees, and 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.

V. Personnel Commitment

SBCSD intends to provide experienced law enforcement personnel on a full-time basis to the CI2 SOUTH TASK FORCE for participation on designated investigations. SBCSD will certify the personnel assigned to the CI2 SOUTH 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. SBCSD and USPIS agree to furnish the following complement of personnel dedicated to the Task Force:

- A. USPIS – Six US Postal Inspectors
- B. SBCSD – One Task Force Officer

SBCSD agrees to furnish a vehicle for their assigned investigator and provide immediate access to such vehicle to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

The full-time law enforcement personnel assigned to the CI2 SOUTH TASK FORCE will be fully available to their respective agency for any and all needs should they be called upon by their parent unit supervisor for assistance.

Addendum A outlines vehicle reimbursement.

Members of the Task Force will be responsible for the investigation of the use of the mail to engage in the trafficking of controlled substances, firearms and money laundering violations. 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.

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

VII. Recognition of Authority

SBCSD recognizes the USPS 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, and property in the custody of the U.S. Postal Service, as well as other Postal offenses.

SBCSD 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. SBCSD 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.

VIII. Administration

Because this Memorandum of Understanding (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.

IX. Jurisdiction

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

X. Supervision

In order to affect efficient field operations, operational supervision of the personnel assigned to the CI2 SOUTH TASK FORCE, while working on initiatives or investigations directly related to the CI2 SOUTH TASK FORCE, will be the responsibility of a designated field supervisory officer. For the CI2 SOUTH TASK FORCE the field supervisory officer is the U.S. Postal Inspector/Team Leader (TFS) in charge of the CI2 SOUTH TASK FORCE. On matters not related to the CI2 SOUTH 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 CI2 SOUTH TASK FORCE is subject to the personnel rules, regulations, laws, and policies applicable to their respective agency. Each CI2 SOUTH 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 will occur solely upon consultation and subsequent approval by agency management of the respective agency heads.

XI. 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 CI2 SOUTH 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.

XII. INFORMATION SHARING

- A. No information possessed by the USPIS, to include information derived from informal communications between CI2 SOUTH TASK FORCE personnel and USPIS employees not assigned to the CI2 SOUTH TASK FORCE, may be disseminated by CI2 SOUTH TASK FORCE personnel to non-CI2 SOUTH TASK FORCE personnel without prior USPIS authorization and in accordance with the applicable laws and internal regulations, procedures, or agreements between the CI2 SOUTH TASK FORCE and SBCSD that would permit SBCSD to receive that information directly. Likewise, CI2 SOUTH TASK FORCE personnel will not provide any SBCSD information to the USPIS that is not otherwise available to it unless authorized by appropriate SBCSD officials. This prohibition shall not be interpreted to limit or prevent discussion between the CI2 SOUTH TASK FORCE member and his/her SBCSD supervisors.
- B. Each Party that discloses 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).

XIII. Administrative Support

Routine administrative support will be provided by USPIS.

Task Force Officers (TFOs) will be provided with 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.

XIV. 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.

XV. Financial Responsibility

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

XVI. Overtime Payments

The SBCSD 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. SBCSD officers are required to provide the TFS 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 SBCSD for overtime salary expenses directly related to work on the CI2 SOUTH TASK FORCE performed by its officer(s) assigned to CI2 SOUTH TASK FORCE. SBCSD officers shall be required to provide the Team Leader (TL) 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 SBCSD 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 Santa Ana Domicile (Los Angeles Division), to the attention of the TFS.

The maximum reimbursement allowable for overtime worked on behalf of the joint operation is \$22,155.25 per year, per Task Force officer.

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

XVII. 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. SBCSD agrees 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.

XVIII. Forfeitures

Forfeiture actions will be processed by the USPIS. All seizures will be equitably shared consistent with United States Department of Justice (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 CI2 SOUTH 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. Any disbursement of forfeited assets to SBCSD must be in compliance with State of California laws governing the receipt of Federal Equitable Sharing funds by State and local law enforcement agencies.

XIX. Evidence

Evidence collected pursuant to CI2 SOUTH 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 CI2 SOUTH TASK FORCE investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless the situation dictates otherwise.

XX Media Relations and Press Releases

Media relations and press releases will be coordinated between the participating CI2 SOUTH TASK FORCE agencies and controlled by the designated CI2 SOUTH TASK FORCE supervisory officer and the office of prosecution. CI2 SOUTH TASK FORCE participants agree that information will only be disseminated to the media in accordance with the terms of this MOU.

XXI. Disclosure of Grand Jury Proceedings

All personnel assigned to the CI2 SOUTH TASK FORCE shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Civil Procedure regarding grand jury secrecy.

XXII. 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.

XXIII. Liability

The parties to this MOU agree that this MOU does not create any joint or several liability between them or any of their respective agencies, employees, or representatives. The parties understand and

agree that no party shall be liable for the actions, omissions, or obligations of any other party under this MOU.

XXIV. Duration

This CI2 SOUTH TASK FORCE MOU will be initiated on or about September 9, 2025. This MOU is in effect upon signing by authorized representatives of SBCSD and USPIS 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.

XXV. Authorization

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

Date: _____

Matt Shields
Inspector in Charge, Los Angeles Division
United States Postal Inspection Service

Date: _____

Shannon D. Dicus
Sheriff/Coroner/Public Administrator
San Bernardino County