



**UNITED STATES POSTAL INSPECTION SERVICE  
TASK FORCE OFFICER (TFO) – MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING**

between

U.S. Postal Inspection Service

and

- 
- 1. PARTIES.** The Parties to this Memorandum of Understanding (MOU) are the U.S. Postal Inspection Service (USPIS) and \_\_\_\_\_ (Participating Agency).
  - 2. AUTHORITY.** Title 18, United States Code (U.S.C.), Section 3061; 39 U.S.C. § 401, 404, and 411.
  - 3. PURPOSE.** The Parties agree that effective enforcement of the laws relating to USPIS jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of USPIS designations by certain employees of the Participating Agency.

Law enforcement officers designated by the Chief Postal Inspector as other agents of the United States Postal Service (USPS) with the authority to investigate criminal matters related to the USPS and the mails pursuant to 18 U.S.C. § 3061 may exercise the same powers as a Postal Inspector as set forth in 39 C.F.R. § 233.1 and USPS Administrative Support Manual (ASM) § 2. The Chief Postal Inspector may place limits on the exercise of these powers.

There may be instances when USPIS determines that it is desirable for certain sworn law enforcement employees of the Participating Agency to perform certain USPIS duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

**4. RESPONSIBILITIES.**

The Parties agree as follows:

USPIS agrees to:

- Designate certain employees of the Participating Agency as Postal Inspector Task Force Officers (TFOs), to perform the duties as noted on the IS Form 506, *Task Force Officer - Designation*. A blank copy of IS Form 506, *Task Force Officer - Designation*, is attached hereto as Attachment A and incorporated herein by reference.

- b. Issue an IS Form 506, *Task Force Officer - Designation*, to each designated TFO.
- c. Provide appropriate training in laws, policies, and procedures to each designated TFO including, but not limited to, the USPIS Task Force Officer Cross-Designation Training Course.
- d. Reimburse the Participating Agency for overtime salary expenses directly related to each designated TFO's work on USPIS investigations as outlined in the *Task Force Officer - Cost Reimbursement Agreement*, which is attached hereto as Attachment B and hereby made part of this MOU.
- e. Provide a stipend to the Participating Agency for the sole use of providing an acceptable vehicle for the TFO to use in furtherance of their obligations to the USPIS as outlined in the *Task Force Officer - Vehicle Use Agreement*, which is attached hereto as Attachment C and hereby made part of this MOU. In the event a TFO is on extended leave or subject to sections 4(r) below, the stipend will be prorated to exclude those days.
- f. Provide TFOs access badges, necessary keys, a cellphone, computer, and access to office space and equipment as required.
- g. Provide TFOs with USPIS TFO credentials and badge. TFOs are required to identify themselves with the title, badge, and credentials issued by their employing agency. TFOs are prohibited from identifying themselves as Postal Inspectors or as employees of the USPIS. TFOs may display their authorizing documentation or TFO credentials and badge as necessary.
- h. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the TFOs while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

The Participating Agency agrees:

- i. That only sworn law enforcement officers of the Participating Agency who successfully complete the appropriate USPIS Task Force Officer Cross-Designation Training Course and receive an approved IS Form 506, *Task Force Officer – Designation*, will be designated as TFOs.
- j. To advise USPIS of each court proceeding in which the validity of a TFO's enforcement authority becomes an issue and allow USPIS to provide legal memoranda or other assistance as deemed necessary by USPIS.
- k. That Participating Agency employees designated as TFOs will follow USPIS directives, instructions, and policies when exercising enforcement authority conveyed by USPIS. Relevant sections of the Inspection Service Manual will be made available upon request.
- l. To provide to USPIS, before designation of each TFO and on an ongoing basis, any derogatory information, or information that may call into question the TFO's truthfulness or ability to testify in court to include any corrective action

issued to the TFO by the Participating Agency.

- m. To be responsible for the pay and benefits of their employees, subject to section 4(d) above.
- n. To return all USPIS-issued equipment and identification when a TFO's designation is terminated.
- o. To furnish a vehicle for use by the TFO. Said vehicle use shall allow the TFO immediate access to such vehicle to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, and to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.
- p. To provide the TFO for witness preparation and testimony even if the officer is no longer subject to IS Form 506, *Task Force Officer - Designation*.
- q. That TFOs issued body-worn cameras (BWCs) by the Participating Agency are required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

TFOs who are not issued BWCs by the Participating Agency, will be issued BWCs by the USPIS and will be required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

- r. That TFO designations require immediate revocation if the TFO is charged with a criminal offense, to include, but not limited to, fraud, domestic violence, abuse of law enforcement authority, misuse of a firearm, or theft. Revocations may not be appealed.
- s. That TFOs may carry and deploy any weapons and equipment authorized by the Participating Agency while engaged in task force operations, with the following restrictions and exceptions:
  - 1. Deployment of semi-automatic rifles on USPIS operations are required to be approved by the supervising Team Leader, in accordance with USPIS policy.
  - 2. Deployment of specialized tactical equipment and weapons is prohibited, e.g., flash bang devices, sniper rifles. This restriction does not apply if the TFO is supporting a task force operation by participating as a member of a separate entry or tactical team.
- t. That TFOs are required to adhere to USPIS application of force policy.
- u. That TFOs will complete all required compliance training detailed in USPIS policy.
- v. That TFO designations require favorable adjudication at the Background Investigation – High Risk (BI) level. TFOs must maintain the BI level

throughout their designation as TFOs.

- w. That the Participating Agency will submit an IS Form 505, *Task Force Officer – Certificate of Good Standing*, for each of its TFOs on an annual basis. A copy is attached hereto as Attachment D and hereby made part of this MOU.

Both Parties agree:

- x. That TFO designations may be revoked or discontinued at any time, without cause, by the Chief Postal Inspector or designee or Inspector in Charge of the sponsoring USPIS field division. Revocations and discontinuances may not be appealed.
- y. That any abuse of USPIS cross-designation authority by a TFO may lead to the immediate revocation of such cross-designation and the relevant IS Form 506, *Task Force Officer - Designation*.
- z. To schedule periodic meetings to review this MOU, as required.
- aa. That forfeiture actions arising from investigations under this MOU will be processed by the USPIS. All seizures subject to this MOU will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines.
- bb. That evidence collected in USPIS investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless otherwise approved by the USPIS.
- cc. That the TFO will cooperate in all aspects and phases of the litigation of cases the TFO participated in under this MOU.
- dd. That the Participating Agency shall provide the USPIS 30 days advance notice of their intent to cease the TFO activities of an individual subject to an IS Form 506, *Task Force Officer - Designation*, whenever possible.
- ee. To the following information sharing principles:
  - 1. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
  - 2. Sensitive information from both parties shall be protected from disclosure to authorized persons or groups.
  - 3. 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.

4. 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.
5. 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).

**5. REPORTING AND DOCUMENTATION.** USPIS will maintain the original signed IS Form 506, *Task Force Officer - Designation*, and the IS Form 509, *Task Force Officer – Policy Acknowledgement*. Copies of this form will be held by the Cyber and Investigative Technology Group, Task Force Officer Program, at USPIS National Headquarters, the designated TFO, and the Participating Agency.

**6. POINTS OF CONTACT:**

USPIS Division _____	Participating Agency <u>LFVCG</u>
Name: _____	Name: <u>Linda Gordon</u>
Title: _____	Title: <u>Mayor</u>
Address: _____	Address: _____
Telephone: _____	Telephone: _____
E-mail Address: _____	E-mail Address: _____

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

The forms and authorities referenced herein may be renamed or replaced by USPIS without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each TFO is effective on the date the last Party signs the form.

9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

**APPROVED BY:**

U.S. Postal Inspection Service

L FUCG  
Agency Name

\_\_\_\_\_  
USPIS Approving Official Name

Linda Gordon  
Agency Approving Official Name

\_\_\_\_\_  
USPIS Approving Official Title

Mayer  
Agency Approving Official Title

\_\_\_\_\_  
USPIS Approving Official Signature

Linda Gordon  
Agency Approving Official Signature

\_\_\_\_\_  
Date

1/29/2020  
Date

Approved as to Form and Content by:

\_\_\_\_\_  
Inspector-Attorney  
Office of Counsel