



MEMORANDUM

To: Mayor and City Council
From: Mike Carlson, Chief of Police
Date: January 27, 2025
Subject: Approval of MOU with U.S. Postal Inspection Service (USPIS)

ACTION

Approve the memorandum of understanding (MOU) with the United States Postal Inspector Service (USPIS).

BACKGROUND/SUMMARY

This memorandum seeks your approval of a proposed MOU between the Dunwoody Police Department and the USPIS. The agreement outlines collaborative efforts by assigning a Task Force Officer (TFO) to their agency for an unspecified amount of time. The TFO will be responsible for assisting the USPIS with mail related investigations and the seizures of narcotics, US currency, vehicles, and property. He will also be responsible to develop inter-agency partnerships with other federal partners in the metro-Atlanta area.

RECOMMENDATION

We request your approval to proceed with the finalization and signing of the MOU. Upon your approval, we will coordinate with the USPIS to ensure a smooth implementation of the agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the general understanding between the United States Postal Inspection Service (USPIS), the Dunwoody Police Department (DPD) with respect to a joint cooperative law enforcement effort, hereinafter referred to as the Counternarcotics Joint Task Force (CJTF).

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 CJTF 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 MOU 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 participating Agencies 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 to 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 State of Georgia.

III. Objective

- A. To facilitate and maintain communications with participating agencies to maximize the effective use of the CJTG 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 the State of Georgia.

IV. Authorities

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

V. Participants

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

- A. United States Postal Inspection Service
- B. Dunwoody Police Department

Any State or local employees assigned to the CJTF in accordance with this MOU are not considered Federal employees, 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.

VI. Personnel Commitment

Each participating agency intends to provide experienced law enforcement personnel on a full-time basis to the CJTF for participation on designated investigations. The participating agency will certify the personnel assigned to the CJTF 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. The participating agencies agree to furnish the following complement of personnel dedicated to the Task Force:

- A. USPIS – up to 7 Postal Inspectors/Task Force Officers
- B. DPD – up to 1 Special Agent/Task Force Officers

The DPD agrees to furnish vehicles for their assigned investigators and provide them immediate access to such vehicles 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.

Addendum A outlines vehicle reimbursement.

The following departments assigned to CJTF may request overtime as outlined in this MOU:

- A. Dunwoody Police Department (1)

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.

VII. Principles

The following principles set forth in the remainder of this MOU 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.

VIII. Recognition of Authority

The DPD recognizes the USPIS is the principal 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.

The DPD 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. The DPD 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.

IX. Administration

Because this 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.

X. 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.

XI. Supervision

In order to affect efficient field operations, operational supervision of the personnel assigned to the CJTF, while working on initiatives or investigations directly related to the CJTF, will be the responsibility of a designated field supervisory officer. For the CJTF the field supervisory officer is the U.S. Postal Inspector/Team Leader (TFS) in charge of Team USPIS Team 0635. On matters not related to the CJTF, 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 CJTF is subject to the personnel rules, regulations, laws and policies applicable to their respective agency. Each CJTF 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.

XII. 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 CJTF. 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.

XIII. Information Sharing

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

XIV. Administrative Support

Routine administrative support will be provided by the USPIS.

TFOs (Task Force Officer) will be provided 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.

XV. 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.

XVI. Financial Responsibility

Each participating agency will be responsible for the pay and benefits of their employees participating on the CJTF.

XVII. Overtime Payments

The DPD 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. DPD officers are required to provide the Task Force Supervisor 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 the participating agencies for overtime salary expenses directly related to work on the CJTF performed by its officer(s) assigned to CJTF. Participating agency officers shall be required to provide the Team Leader 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 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. Overtime invoices should be submitted at least monthly to the USPIS Atlanta DHQ (ATLANTA), to the attention of the TFS.

The maximum reimbursement allowable for overtime worked on behalf of the joint operation is \$20,707.50 per year, per Task Force officer. Procedures for submitting requests for reimbursement are outlined in Addendum B.

XVIII. 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.

XIX. Forfeitures

Forfeiture actions will be processed by the USPIS. All seizures will be equitably shared consistent with 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 CJTF investigations will be forfeited under State of Georgia 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 U.S. Department of Justice.

XX. Evidence

Evidence collected pursuant to CJTF investigations will normally be held by the agency responsible for presenting the case for prosecution unless other arrangements are made. Evidence collected in CJTF investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless the situation dictates otherwise.

XXI Media Relations and Press Releases

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

XXII. Disclosure of Grand Jury Proceedings

All personnel assigned to the CJTF shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Criminal Procedure regarding grand jury secrecy.

XXIII. 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.

XXIV. Liability

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.

XXV. Duration

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.

XXVI. Authorization

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

By:

Date:

Name: Michael W. Carlson

Title: Chief of Police

Agency: Dunwoody Police Department

By:

Date:

Name: Jason W. Krizmanich

Title: Inspector in Charge (A)

Agency: United States Postal Inspector

By:

Date:

Name:

Title:

Agency:

By: Date:

Name:

Title:

Agency:

ADDENDUM B**Cost Reimbursement Agreement**

It is hereby agreed between the United States Postal Inspection Service (“USPIS”) and the Dunwoody Police Department, Federal Taxpayer Identification Number **26-3687535**, that:

Subject to the availability of funds, the Inspection Service will reimburse the Dunwoody Police Department for overtime payments for the law enforcement officer(s) assigned to a joint initiative with the Postal Inspection Service – Atlanta Division as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States.

Overtime reimbursements for Dunwoody Police Department personnel assigned to the initiative will be authorized and issued on an as needed basis, and will be calculated at the usual rate for which the individual Officer’s time would be compensated. The overtime reimbursement allocation for Dunwoody Police Department personnel assigned to the initiative will not exceed \$20,707.50 for each officer per Fiscal Year (October through September).

Overtime and vehicle reimbursement will be made directly to the Dunwoody Police Department by the Inspection Service. All overtime and vehicle reimbursement payments are made by electronic fund transfer (“EFT”). An ACH vendor/miscellaneous payment enrollment form must be on file with the Inspection Service’s Atlanta Division Headquarters to facilitate payments.

The Dunwoody Police Department agrees to the vehicle reimbursement as set forth in the Vehicle Use Addendum.

The Dunwoody Police Department agrees to provide monthly overtime invoices to include a breakdown per individual Officer of the date(s) and the number of overtime hours worked along with the associated case numbers. Overtime invoices requesting reimbursement for any given month should be submitted to the USPIS at the address below by the 10th calendar day of the following month for which reimbursement is requested:

U.S. Postal Inspection Service
ATTN Katrina Perry
200 Tradeport Blvd., Ste. 209
Atlanta, GA 30354

At the commencement of each USPIS fiscal year, prior to the submission of any overtime reimbursement requests, the Dunwoody Police Department will provide the salary and hourly overtime rate for each Officer assigned to the joint initiative. At the commencement of each USPIS fiscal year, the Dunwoody Police Department will re-execute the Vehicle Use Agreement.

Requests for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each Officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the Dunwoody Police Department that the request has been personally reviewed, the information is accurate, and the personnel for whom reimbursement is claimed were assigned to the joint initiative.

Each request for reimbursement will include: an invoice number, invoice date, TIN, and correct banking information, to complete the electronic funds transfer. The necessary banking information is the depositor’s

account title, bank account number, routing number, and type of account (checking, savings, or lockbox). If the banking information changes, the Dunwoody Police Department must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.

By:

Date:

Name: Michael W. Carlson

Title: Chief of Police

Agency: Dunwoody Police Department

By:

Date:

Name: Jason W. Krizmanich

Title: Inspector in Charge (A)

Agency: United States Postal Inspector

ADDENDUM A

Vehicle Use Agreement

It is hereby agreed between the United States Postal Inspection Service (USPIS) and the Dunwoody Police Department, located at 4800 Ashford Dunwoody Road, Suite 239, Dunwoody, Georgia 30338, that:

The USPIS hereby agrees to provide to the Dunwoody Police Department a monthly stipend of \$850.00 for the sole use of providing an acceptable vehicle for the Task Force member to use in the furtherance of their obligations to the Task Force. The stipend incorporates all associated costs for the vehicle to include routine maintenance and minor repairs of the vehicle.

This is an internal government agreement between USPIS and the Dunwoody Police Department and is not intended to confer any right or benefit to any private person or party.

Michael W. Carlson
Chief of Police
Dunwoody Police Department

Date

Jason W. Krizmanich
Inspector in Charge (A)
Atlanta Division
U.S. Postal Inspection Service

Date