



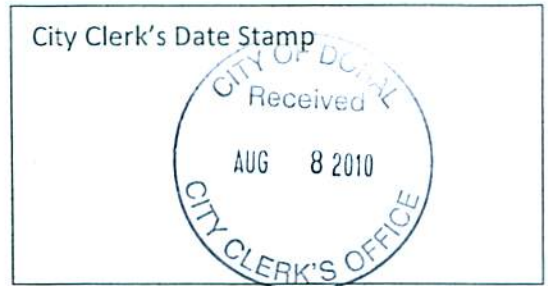
# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK  
Page 1 of 1

Transmittal From: CM  
*Department*

Delivered by: Lluvia Resendiz  
*Name*

Date of Transmittal: 8/4/10



The following record (master) copy is being transmitted to the Office of the City Clerk:

- |   |   |
|---|---|
| <input type="checkbox"/> Contract             | <input type="checkbox"/> Vehicle Title            |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease                | <input type="checkbox"/> Other:                   |
| <input type="checkbox"/> Deed                 | _____   |
| <input type="checkbox"/> Bond Documentation   | _____   |

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Description of Record Copy:

FBI TASK FORCE MOU

### Office of the City Clerk Administrative Use Only

Received by: Kristha Gomez

Reviewed for completion by Kristha Gomez

Returned to originating Department for the following corrections on \_\_\_\_\_ <sup>Date</sup>

\*Incomplete\* pending FBI signatures, original sent to FBI for signatures.

(Copy) not original.

Archived in the Office of the City Clerk on 8/4/10 (Date)

Copy provided in electronic format to originating Department on 8/4/10 (Date)

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**Revised 12/2/2009**

**FEDERAL BUREAU OF INVESTIGATION  
SOUTH FLORIDA CARGO THEFT SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the City of Doral Police Department (DPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

1. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

2. The purpose of this MOU is to delineate the responsibilities of South Florida Cargo Theft Safe Streets Task Force (SFCTTF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

3. The mission of the SFCTTF is to identify and target for prosecution criminal enterprise groups responsible for interstate transportation of stolen property, theft of interstate shipment, theft of government property and hijacking matters. The SFCTTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

4. Overall management of the SFCTTF shall be the shared responsibility of the participating agency heads and/or their designees.

5. The Special Agent in Charge (SAC) of the Miami Division shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the SFCTTF.

6. Responsibility for conduct, not under the direction of the SAC or SSA, of each SFCTTF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.

7. Each SFCTTF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.

8. Each SFCTTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

9. Continued assignment to the SFCTTF will be based on performance and at the discretion of each SFCTTF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the SFCTTF.

**B. Case Assignments**

10. The FBI SSA with designated oversight for operational and investigative matters will be responsible for opening, monitoring, directing, and closing SFCTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

11. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for operational and investigative matters.

12. For FBI administrative purposes, SFCTTF cases will be entered into the relevant FBI computer system.

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13. SFCTTF members will have equal responsibility for each case assigned. SFCTTF personnel will be totally responsible for the complete investigation from predication to resolution.

**C. Resource Control**

14. The head of each participating agency shall retain control of resources dedicated by that agency to the SFCTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprized of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

15. It is agreed that matters designated to be handled by the SFCTTF will not knowingly be subject to non-SFCTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SFCTTF's existence and areas of concern.

16. It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to SFCTTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

17. SFCTTF investigative leads outside of the geographic areas of responsibility for FBI Miami Division will be communicated to other FBI offices for appropriate investigation.

**B. Informants**

18. The disclosure of FBI informants to non-SFCTTF members will be limited to those situations where it is essential to the effective performance of the SFCTTF. These disclosures will be consistent with applicable FBI guidelines.

19. Non-FBI SFCTTF members may not make any further disclosure of the identity of an FBI informant, including to other members of the SFCTTF. No documents which identify, tend to identify, or may indirectly identify an FBI informant may be released without prior FBI approval.

20. In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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21. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI informants and cooperating witnesses (CWs) shall apply to all FBI informants and CWs opened and operated in furtherance of SFCTTF investigations. Documentation of, and any payments made to, FBI informants and CWs shall be in accordance with FBI policy and procedure.

22. Operation, documentation, and payment of solely state, county, or local informants and CWs opened and operated by non-FBI SFCTTF members in furtherance of SFCTTF investigations must be in accordance with the United States Attorney General's Guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of SFCTTF investigations shall be maintained at an agreed to location.

**C. Reports and Records**

23. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the SFCTTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

24. SFCTTF reports prepared in cases assigned to state, county, or local participants will be maintained at an FBI approved location; original documents will be maintained by the FBI.

25. Records and reports generated in SFCTTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SFCTTF.

26. SFCTTF investigative records maintained at the Miami Field Office of the FBI will be available to all SFCTTF members, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.

27. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SFCTTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SFCTTF personnel.

28. All SFCTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

29. Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

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**INFORMATION SHARING**

30. No information possessed by the FBI, to include information derived from informal communications by the SFCTTF member with personnel of the FBI, may be disseminated by the SFCTTF member to non-SFCTTF personnel without the permission of the SFCTTF member's designated FBI SFCTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, the SFCTTF member will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

**PROSECUTIONS**

31. SFCTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

32. A determination will be made on a case-by-case basis whether the prosecution of SFCTTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SFCTTF.

33. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SFCTTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.

**A. Investigative Methods/Evidence**

34. For cases assigned to an FBI Special Agent or in which FBI informants or CWs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

35. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative

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methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

36. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

37. All SFCTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

38. Members of the SFCTTF will follow their own agency's policy concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

39. Local and state law enforcement personnel designated to the SFCTTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SFCTTF or until the termination of the SFCTTF, whichever comes first.

40. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

41. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SFCTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I, Section 3.1. The assignment of an FBI owned or leased vehicle to a LEA SFCTTF member will require the execution of a separate Vehicle Use Agreement.

42. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SFCTTF business.

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43. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by an LEA SFCTTF member, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

44. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by an LEA task force member while engaged in any conduct other than his or her official duties and assignments under this MOU.

45. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an LEA SFCTTF member which is outside the scope of his or her official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

46. The FBI and LEA agree to assume all personnel costs for their SFCTTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

47. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SFCTTF members assigned full-time to SFCTTF, provided overtime expenses were incurred as a result of SFCTTF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and LEA for full-time employee(s) assigned to SFCTTF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

48. Property utilized by the SFCTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SFCTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SFCTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SFCTTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

49. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in

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writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

50. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SFCTTF operations.

51. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SFCTTF investigations may be equitably shared with the agencies participating in the SFCTTF.

**DISPUTE RESOLUTION**

52. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SFCTTF's objectives.

53. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

54. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

55. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SECURITY CLEARANCES**

56. Thirty days prior to being assigned to the SFCTTF, each candidate will be required to furnish pages 1, 2, 3, 9 (certification only), and 10 of the Questionnaire for Sensitive Positions (SF-86). Sometime thereafter, a representative from the FBI will conduct an interview of each candidate.

57. If, for any reason, a candidate is not selected, the participating agency will be so advised and a request will be made for another candidate.

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58. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

59. When FBI space becomes available, before receiving access, SFCTTF members will be required to undergo a full background investigation and receive and maintain a "Top Secret" security clearance. In addition, SFCTTF members will also be required to fully complete the SF-86 and the required fingerprint cards. In the interim, SFCTTF members will not be allowed unescorted access to FBI space.

60. Upon departure from the SFCTTF, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the SFCTTF member.

**LIABILITY**

61. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SFCTTF.

62. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SFCTTF or otherwise relating to the SFCTTF.

63. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SFCTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

64. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the officer will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SFCTTF member.

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65. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Miami Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual officer, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any federal, state or local law enforcement officer.

66. Liability for any conduct by an SFCTTF member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

67. The term of this MOU is for the duration of the SFCTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

68. Any participating agency may withdraw from the SFCTTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SFCTTF at least 30 days prior to withdrawal.

69. Upon termination of this MOU, all equipment provided to the SFCTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SFCTTF participation.

**MODIFICATIONS**

70. This agreement may be modified at any time by written consent of all involved agencies.

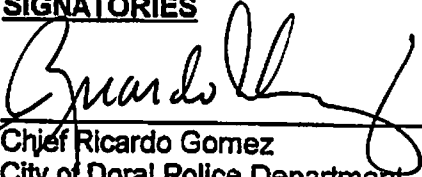
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71. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

  
\_\_\_\_\_  
Chief Ricardo Gomez  
City of Doral Police Department  
24 June 2010  
Date

  
\_\_\_\_\_  
City of Doral City Manager  
Date

  
\_\_\_\_\_  
City of Doral City Attorney  
8-4-2010  
Date

  
\_\_\_\_\_  
City of Doral City Clerk  
8-4-2010  
Date

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation  
Date

\_\_\_\_\_  
Contracting Officer  
Federal Bureau of Investigation  
Date

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