

RESOLUTION No. 10 – 97

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION SOUTH FLORIDA CARGO THEFT SAFE STREETS TASK FORCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a Memorandum of Understanding with the Federal Bureau of Investigation (FBI) South Florida Cargo Theft Safe Streets Task Force (SFCTTF) delineates the responsibilities of its participants, maximizes inter-agency cooperation and formalizes relationships between the participating agencies for police guidance, planning, training, public and media relations; and

WHEREAS, 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 governmental property; and hijacking matters; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into a Memorandum of Understanding (Exhibit "A") with the FBI SFCTTF for the purposes stated in the above "whereas" clauses.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby authorizes the City Manager to negotiate and enter into a Memorandum of Understanding (Exhibit "A") with the FBI SFCTTF for the purposes stated in the above "whereas" clauses.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman DiPietro who moved its adoption.

The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 9th day of June, 2010.



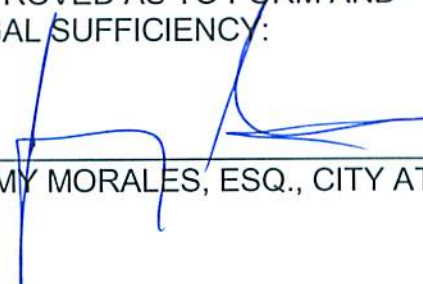
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”



Memorandum

Date: May 25, 2010

To: Honorable Mayor and Council Members

Via: Yvonne Soler-McKinley, City Manager *Yvonne*

From: Chief Ricardo Gomez, Esq. *Ricardo Gomez*

Subject: Memorandum of Understanding for the South Florida Cargo Theft Task Force between the Federal Bureau of Investigation (FBI) and the City of Doral Police Department

The City of Doral Police Department is requesting that Council authorize the department to enter into a Memorandum of Understanding for the South Florida Cargo Theft Safe Streets Task Force between the Federal Bureau of Investigation (FBI) and the City of Doral Police Department.

The purpose of this Memorandum of Understanding 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 police guidance, planning, training, public and media relations.

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 governmental property and hijacking matters.

This agreement has been reviewed by the Police Legal Advisor and City Attorney to ensure it complies with our requirements.

RG/er

Attachments

FBI MIAMI DIVISION

SOUTH FLORIDA
CARGO THEFT TASK
FORCE

MEMORANDUM OF
UNDERSTANDING

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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 Date
City of Doral Police Department

City of Doral City Manager Date

City of Doral City Attorney Date

City of Doral City Clerk Date

Special Agent in Charge Date
Federal Bureau of Investigation

Contracting Officer Date
Federal Bureau of Investigation

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Revised 12/2/2009

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
City of Doral Police Department

TASK FORCE FILE # 87A-MM-80187

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized South Florida Cargo Theft Task Force as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the City of Doral Police Department, NW 53rd Street, Doral, Florida 33166, Taxpayer Identification Number: 731690945 and telephone number (786) 593-6699.

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in

advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2009, must be received by the FBI by December 31, 2009. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR CITY OF DORAL:

FOR THE FBI:

Chief Ricardo Gomez Date

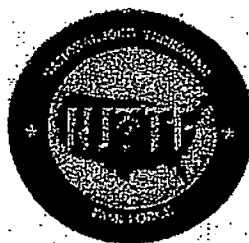
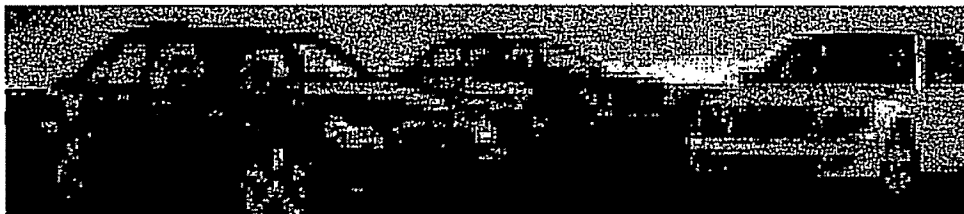
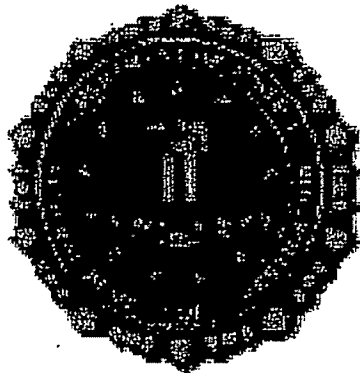
Special Agent in Charge Date

Contracting Officer Date
FBI Headquarters

NATIONAL VEHICLE LEASE PROGRAM GUIDANCE

Version 1.0

February 2007



Note: Field Office Use Only.

Do not place in vehicle.

PREFACE

This document was created for the purpose of providing information necessary for participation in the National Vehicle Lease Program, and to ensure proper care is taken in the operation and maintenance of leased vehicles. It is imperative the vehicle operators read and follow these instructions. A vehicle operator's oversight in meeting the criteria set forth in this document will impact proper vehicle registration, fuel card activation, maintenance scheduling, accident reporting, and vehicle turnover. We, therefore, strongly encourage vehicle operators to follow the guidelines and requirements set down by the contractor and FBIHQ.

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Program POCs:

If you have any questions related to this program, please contact one of the individuals listed below:

FBI Fleet Oversight:

John Dillon	(202) 324-4925
John Jacobs	(202) 324-4939
Chris McCoy	(202) 324-4941

JTTF Program Managers:

Darnell Lardge	(202) 324-0732
James Bishop	(202) 324-9214
Edwin Bowman	(202) 324-9777
Ricardo Page	(571) 280-5468
Jermell Cook	(571) 280-5158

SSTF Program Managers:

John Jacobs	(202) 324-4939
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OVA Program Manager:

John Jacobs	(202) 324-4939
Celesia Turner	(202) 324-5895

CYBER Program Manager:

Kevin Kolbye	(202) 324-2679
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RCFL Program Manager:

Tina Smith	(703) 985-3683
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Contract Overview:

The FBI has entered into a national contract to lease vehicles. This contract was created as a cost-effective solution for providing leased vehicles to varied customers across the Bureau. The initial contract implementing the national vehicle leasing program was awarded by FBI Headquarters in March 2006 with five annual ordering periods. This contract expires February 28, 2011, but successful results could lead to a follow-on competition for a subsequent contract.

The contract eliminates the need for customers to execute individual leases. It incorporates centralized ordering, funding, and payment concepts that free field level resources previously performing those tasks. The approach has enabled the FBI to leverage its total projected volume to achieve significant price reductions, while including some attractive, flexible features. Available vehicles will always include vehicles in GSA Class III (mid-size, e.g., Taurus and Impala) and Class 105A (SUV, e.g., Explorer and Cherokee), though the contractor will be offering additional vehicle types within a single-price structure. Program contacts are able to provide the most current information on available vehicles. If a vehicle is required but is not on the standard list, the contract allows the FBI to obtain a price from the company and lease it under this contract, if desirable. The FBI may lease vehicles for one or two year terms. A feature of the one-year term is that vehicles will be replaced at approximately 12,000 miles, even if that occurs before the term is completed. Through vehicle maintenance records and fuel charges (where an optional fuel card has been provided), the contractor captures vehicle mileage information. This allows the company to schedule replacements without additional customer monitoring of time and mileage. The replacement feature will ensure the FBI lease fleet is always comprised of newer vehicles, lessening the likelihood of mechanical problems that could interrupt service.

Additional questions on contract terms and conditions should be referred to the Fleet Management Unit or program sponsor, as applicable.

Who Can Use the Contract:

The contract is intended to be the preferred source of vehicles for the FBI, unless it is unable to satisfy mission needs. If a vehicle leasing need arises, customers are encouraged to contact the FBI's Fleet Management Unit or an appropriate program contact identified in this document. For specific programs involving task forces, most routine customer contacts with the Headquarters program manager (e.g., coordination of vehicle ordering and delivery) should be handled by or through the task force coordinators.

While the contract was executed primarily to address the significant leasing needs of covertly funded task forces, such as the JTTFs and SSTFs, it can also accommodate overt FBI requirements, such as the OVA and RCFLs. It contains provisions to reasonably protect the identities of the FBI and its vehicle operators, where necessary for covertly funded customers. Those involved with programs identified above should submit any inquiries about participation to the listed program contacts. Other FBI entities interested in participating in the program may contact the listed Fleet Management Unit personnel. While the contract may be used to support the needs of a small organization (e.g., a task force at a single field office), customers who have similar counterparts across the FBI are encouraged to work first with their Headquarters program office or sponsor to explore broader participation by all similar entities.

The contract is NOT designed to satisfy the extensive confidentiality needs of sensitive, undercover operations. Accordingly, FBI personnel engaged in undercover operations should address their vehicle leasing needs outside this program. Contracting staff at Headquarters can facilitate inclusion of the national leasing company in the search for undercover leased vehicles, but the actual lease will be executed under existing covert procedures.

Who Can Operate the Vehicles:

Vehicles may be used by FBI personnel or other non-FBI law enforcement personnel, depending on the program involved, while they are assigned to that program. Any operator must possess a valid driver's license in the state in which the operator lives or is principally employed. In addition, the operator must have a safe driving record.

Certain entities (e.g., JTTFs, SSTFs, and RCFLs) may receive asset forfeiture or other funding that is restricted to pay only the expenses of state and local law enforcement officers participating in joint law enforcement activities. In circumstances where such funding is used to pay for leased vehicles, those vehicles must be assigned only to state or local personnel involved in the joint activity. They may not be assigned to FBI personnel. Other programs (e.g., Office of Victim's Assistance) do not have restrictions on their funding and are leasing vehicles for use by FBI employees. The respective Headquarters program managers can advise who is permitted to use leased vehicles within their individual program. Non-FBI operators must execute a specific vehicle use agreement that includes, at a minimum, the information contained in the attached Vehicle Use Agreement (Appendix A).

Vehicle Use Restrictions:

The vehicle may be used only in relation to official business of the organization supported by the lease program, i.e., the FBI, a task force, or other customer of the lease. The operator may not use the vehicle in performing responsibilities of the operator's local agency, when such use is not directly related to the activities of the organization supported by the lease program. Personal use of the vehicle is not permitted. Notwithstanding, the FBI program supervisor or other FBI official may authorize use of the vehicle for transit between home and work where such use is determined necessary, advantageous, and appropriate for the program mission. No unauthorized persons may operate the vehicle, nor may passengers be carried whose presence is not directly necessary for the organization's official work.

Ordering Instructions:

The Headquarters program manager is the principal interface between the customer and the contractor for all matters involving the contract, to include making arrangements for vehicle ordering and delivery. The program manager will obtain information from the company on vehicle availability and color choices and generally will solicit customer input to match availability with need. Once ordering information is compiled, the program manager will submit the information to the company. Because the contractor is ordering directly from the manufacturer, customers should expect a typical delivery lead time of 60 days. The program manager will remain abreast of order status until it is ready for delivery.

The contractor will notify the Headquarters program manager whenever a particular vehicle should be replaced under the terms of the contract. The program manager, in turn, will coordinate with the customer to confirm a continued need exists for a vehicle, as well as the customer's vehicle preferences. If the customer does not indicate a preference, the program manager will likely select a vehicle comparable to the one being replaced. Replacement vehicles are also subject to a projected 60-day lead time, but existing vehicles will remain with the customer until the replacement is available, regardless of age or mileage.

Pick-up and Turn-in:

The contractor will utilize a car dealership within your area for delivery of the vehicle. When a vehicle is ready for pick-up, the contractor will notify the Headquarters program manager. In turn, the program manager will promptly provide instructions to the customer for taking possession of the vehicle, including delivery location, date of availability, and how to identify. The customer will make arrangements to ensure pick-up occurs within two business days from the date of availability. If the customer intentionally delays pick-up because the vehicle is not ready (e.g., lacks required emissions stickers), the customer must immediately notify the Headquarters program manager to ensure the FBI is not charged during the period of delay. *Note: Field automotive specialists are not authorized to pick up or turn in vehicles under this program, due to limits of their work scope under the terms of the A-76 study.*

The customer shall inspect each vehicle at pick-up to document the original condition of the vehicle. A Vehicle Inspection Report (Appendix B) is required to be completed and a copy returned to the Headquarters program manager. The report is to be completed with accurate information that will be used for Headquarters administrative purposes and accountability. Though these are new vehicles, damage may have occurred during shipment and should be noted to protect the interests of the FBI and the operator. In the unlikely event the vehicle inspection reveals significant damage; the customer should not take possession and should immediately contact the program manager for instructions.

The contractor compensates all delivering dealers (also known as courtesy delivery dealers) for their services and reimburses them for tag and registration fees by means of a bank draft, which is similar to a check. The draft is provided to the delivering dealers with the paperwork needed to tag and register each vehicle. The amount is left blank, to be filled in by the dealer once the exact amount for tagging and registration fees is known. In addition to filling in the amount, the delivering dealer is required to obtain the driver's signature on the draft, in order to make it negotiable. In other words, it must be signed by the driver picking up the vehicle to enable the delivering dealer to deposit it into his account. **Only a signature is required; no address, phone number, agency or any other information is needed.**

When a replacement vehicle is available, the Headquarters program manager will notify the customer of the delivery location and date of availability. The customer is responsible for turning in its existing vehicle and picking up its replacement vehicle as instructed by the program manager. Regardless of vehicle make, the vehicle turn-in will occur at the dealership where the replacement vehicle is being picked up. At time of vehicle exchange, the customer shall complete two Vehicle Inspection Reports, one on the vehicle being turned in and another on the vehicle being picked up. Copies of the inspection reports must be returned to the program manager.

Tax, Tags, and Registration:

If a vehicle is designated for use by a covertly funded entity (e.g., some task forces), the contractor will cause the vehicle to be registered and titled in the name of a fictitious company. The vehicle will not be identified in any registration or titling documents as leased to the FBI, Department of Justice, or otherwise associated with the Federal Government. On the other hand, if a vehicle is designated for an overt FBI requirement, registration and titling documents will identify the vehicle as leased to the Federal Government since that will reduce registration expenses, a portion of which are borne by the FBI.

Because the leased vehicles are new vehicles shipped directly from the factory, they may have temporary (paper) license plates in accordance with state and local regulations when first picked up at the local car dealership. In such cases, the customer should inquire of the dealership the time when permanent (metal) license plates will be available for pickup. The customer is responsible for obtaining the permanent plates from the dealership and affixing them to the vehicle. After plates are obtained, the customer shall immediately provide plate information (i.e., state and license number) to the Headquarters program manager.

Although all local car dealerships are instructed to provide any necessary inspection or emissions test stickers or decals, the customer should confirm at the time of pickup that any state-mandated new car inspection or emission testing has been completed. If not, do not take delivery of the vehicle until the required inspection and testing are performed.

When turning in a vehicle, the license plate will be transferred by the car dealership to the new vehicle being picked up, where state regulations permit transfer. In states where transfer is not permitted, a new registration and license plate(s) will be provided by the dealership.

If the customer receives any type of license plate or registration renewal notice, it should be immediately forwarded to the Headquarters program manager who, in turn, will provide it to the contractor for processing.

Exceptions to this procedure apply to those vehicles designated for use in the states of Massachusetts and New York. Due to documentation required by the Massachusetts RMV and the New York DMV, customers shall provide "confidential" or "suppressed" license plates and registrations. The Headquarters program manager will facilitate delivery of paperwork from the contractor that is required for obtaining confidential/suppressed plates.

Installation of Equipment:

Law enforcement or other equipment (e.g., radios, lock boxes, trunk locks) shall not be installed in leased vehicles in a manner that requires drilling or otherwise alters or damages the vehicle. Any damage to a vehicle as a result of any installation of equipment will be borne by the field office or other respective customer. Where necessary, customers may use lights or other equipment fastened to visors or other appropriate places, provided the installation uses existing fastener locations and does not require vehicle alteration.

Vehicles should have manufacturer's window tinting. Where tinting is absent or insufficient, customers are permitted to add aftermarket tint. In most cases, the tint does not have to be removed before the vehicle is turned in unless otherwise required by the contractor.

Preventive Maintenance:

The contract includes provisions for maintenance of vehicles, with all vehicles assigned under the Network National Account. The Headquarters program manager will provide the customer a Network Driver Kit for each vehicle, which addresses maintenance requirements. The vehicle operator shall keep the driver kit in the vehicle glove compartment at all times.

The preventive maintenance plan covers the following items: oil, lube, and filter service; tire replacement due to normal wear and tear; battery service or replacement; tune-ups; brake service; shocks; cooling system service; and A/C recharging. The operator will obtain maintenance from a participating service facility identified in the driver kit and in accordance with the "Preventive Maintenance Schedule" in the kit. The operator should obtain service on or before, but as close as possible to, the designated mileage.

DO NOT PAY CASH for maintenance. The Network National Account covers the cost of the work within the contract price, and all work is released on the operator's signature. However, the operator must retain all receipts for inclusion in customer records to support Financial Manager reconciliation.

For all preventive maintenance questions, call the Network Maintenance and Repair Management (MRM) Program at (800) 323-5916. This number is operable 24 hours a day, 7 days a week.

Emergency Roadside Service:

The lease program provides Emergency Roadside Service. If emergency service is required, immediately call the Network MRM Program at (800) 323-5916. This number is operable 24 hours a day, 7 days a week.

Other Vehicle Repairs:

This section addresses repairs other than service actions deemed preventive maintenance and repairs due to accidents.

Routine repairs (e.g., failure of vehicle equipment) may be covered by the manufacturer's new vehicle warranty, which are repairable without cost to the contractor or the FBI. Some items not covered under warranties may be covered through the contract maintenance plan. Other items (e.g., cracked windshield or hail damage) are normally covered by neither a warranty nor the maintenance plan.

Whenever the vehicle requires repair, the operator should observe the following sequence to obtain repair service. If a repair is clearly outside warranty and maintenance provisions, the customer can proceed directly to the fourth step in the sequence. In all circumstances, it should be sufficient for the operator to identify himself/herself as a customer of the leasing company in order to obtain service. Inability to obtain service should be referred to the appropriate Headquarters program manager for resolution or advice.

1. Contact the vehicle manufacturer (see numbers below) or a local dealer to determine whether the required repair is covered under the vehicle warranty. If the repair is covered under the warranty, take the vehicle to a local dealer for repair, or otherwise as the manufacturer may instruct.
2. If the repair is not covered under the manufacturer's warranty, contact the Network MRM Program at (800) 323-5916 to determine whether the repair is covered by the prepaid maintenance program. If the repair is covered by the maintenance program, take the vehicle to a participating service center for repair, as directed by Network.
3. If, after consulting Network, the repair is determined not to be covered under the prepaid maintenance program, the operator may still use a Network participating service center to perform the repair. The Network national account will handle payment of the expense. If the amount of the repair is estimated to exceed the limit stated in the driver kit, obtain further advance instruction from the appropriate Headquarters program manager.
4. For repairs clearly not covered as warranty or maintenance items, contact the Headquarters program manager for instructions in obtaining repair service and funding. If a repair is handled outside the lease contract, field office procurement and financial management personnel will be involved to authorize and process the appropriate contractual action and payment.
5. Retain copies of repair work orders with the vehicle. For repairs made at expense to the FBI (refer to paragraphs 3 and 4 above), provide copies of receipts to the Headquarters program manager to enable reconciliation of invoiced expenses.

Manufacturer Phone Numbers

Daimler Chrysler (Dodge, Jeep & Chrysler): 800-521-2779

Ford: 800-241-3673

General Motors (Chevrolet): 800-243-8872

Toyota: 800-331-4331

Fuel Cards:

If a customer's program has chosen to participate in a fuel card program offered under the contract, each covered vehicle will be issued a Network Fuel Card and a list of participating service stations. Each field office is required to maintain a current FD 281 for each fuel card or any replacement fuel card. This card is required to fuel the vehicle. Although the card will be issued to an individual operator, it is specific to the vehicle, not the operator, and thus must be used for that specific vehicle only. **The operator must keep this card in the vehicle glove compartment at all times.**

In a case where the fuel card is lost or stolen, please contact Network immediately at (800) 987-6591 to eliminate any misuse of the fuel card. After contacting Network, notify the task force coordinator or other responsible lead, who will then notify the Headquarters program manager to ensure proper accountability, delivery, and replacement of the new fuel card.

Instructions for using the Network Fuel Card are found in the driver kit. Refueling electronic transactions typically require the operator to input a PIN (the last 4 digits of the VIN) and mileage. The operator must enter correct mileage in order to provide valid information for the leasing contractor to monitor vehicle eligibility for replacement. If the operator has any difficulties with Network Fuel Card acceptance, have the station attendant call (800) 987-6591. This number is also on the back of the Network Fuel Card.

All vehicles provided under the lease program should be designed to operate using regular unleaded fuel. Operators should not purchase premium unleaded fuel.

At vehicle turn-in, the operator should retain the fuel card for use with the replacement vehicle. The card will already be programmed for the new vehicle PIN. It will continue to work with the old vehicle PIN for 14 days after notification the new vehicle is available, in the event new vehicle pick-up is delayed.

The use of the Fuel Card is limited to official duties and FUEL only. Operators must retain receipts for fuel purchases and submit receipts to support billing reconciliation. Any misuse or abuse will be addressed.

Parking Violations/Traffic Citations/License Status:

Any parking ticket or traffic citation received while operating the vehicle must be reported immediately to an appropriate FBI supervisor or lead. Parking violations and/or traffic citations are the responsibility of the individual operator and must be resolved promptly. The operator shall provide information regarding resolution to the FBI supervisor or lead.

In the event of license suspension or revocation, the operator shall immediately report the situation to the FBI supervisor or lead, cease use of the vehicle, and return vehicle keys.

All unsettled violations and traffic citations will hinder the vehicle's scheduled turn-in and may result in additional fees being incurred by the FBI. Please refer to MAOP Part 1, Section 12, 12-1.7 Traffic Violations for more information. Repetitive violations may result in removal of the operator or the customer from participation in the leasing program.

Accidents:

The rules in the Manual of Administrative and Operating Procedures (MAOP) concerning FBI vehicle accidents apply to both FBI employees and task force officers operating leased vehicles in an official capacity. In the event of an accident, follow the MAOP procedures. Non-FBI personnel operating leased vehicles should familiarize themselves with applicable MAOP procedures, particularly as referenced within the information below.

The following guidance, which complies with MAOP procedures, is provided as a convenient reference to assist operators in handling accidents. Report to both the FBI supervisor or lead and the Field Office Chief Division Counsel (CDC) any accident with the vehicle, even if no other vehicle was involved (e.g., an accident with an animal or inanimate object) and even if no damage occurred. You should also report any other type of incident in which damage occurs to the vehicle or is caused by the vehicle.

At the scene —

1. Do not admit liability or make any promises to the other party regarding damages.
2. Call local police to respond to the accident scene. (Even in minor incidents, this is necessary to protect you and the FBI in the event of any possible future claim by the other party.) If anyone is possibly injured, make certain the call to the police includes a request for an ambulance.
3. Regardless of whether police respond to the scene, make personal notation of the following information in order to facilitate expeditious investigation of the accident (as the police report may not actually be available for several days). If police do not respond, you will exchange information between yourself and other parties. Obtain the following information from the other party, at a minimum: vehicle description (make/model and tag); other drivers' name(s), addresses (home and work), contact telephone numbers, SSAN or DL#; vehicle registration information; insurance information (including company, policy number, and insured's name); and other passengers' and witnesses' names and contact information (address and telephone). Also estimate the amount and location of damage to all vehicles.
4. When the police and other party request identification and/or insurance information, the following guidance applies. Give any registration information found in the glove compartment. Advise the officer and other party the vehicle is leased by the FBI, and provide a relevant FBI address/phone number. Do not provide your home address and phone number. Ask the officer to use the FBI address and phone number. If the officer requests that you produce proof of insurance, advise the officer and other party that liability is provided under the Federal Tort Claims Act (FTCA) and that the Legal Unit of the local FBI Field Office should be contacted for information regarding filing a claim and the necessary forms/procedures. If the officer is deliberating whether to cite you for failing to provide proof of insurance, contact the CDC, who may be able to provide a copy of your state statute [e.g., O.C.G.A. §40-9-4 (1994), which states that this proof is not required of vehicles owned by the United States].
5. Call your FBI supervisor to report the accident and make arrangements for any necessary assistance (e.g., if you need transport or camera). If your supervisor cannot be reached, have the radio room put out a call for: 1) any FBI personnel able to get to the scene, and 2) for police (and ambulance, if necessary). If you are injured and will need to be transported from the scene, request that another agent be sent to secure the car, radio, etc., and to obtain necessary information at the scene. If the accident occurs outside the jurisdiction of your local FBI field office, immediately contact the nearest FBI field office. Advise that office, including the CDC, an accident has happened and request additional instructions.
6. If your vehicle needs to be towed, notify the Network MRM Program at (800) 323-5916 (24 hours a day, 7 days a week). Network will arrange for towing.
7. Be alert to the possibility of procuring statements immediately after the accident from other drivers and witnesses at the scene. [See MAOP 12-11]
8. If a camera is available at the scene, take photographs of all vehicles, the scene, and any other pertinent items.

Subsequent actions ---

1. Immediately upon arrival at the FBI office, report personally to the FBI supervisor. The supervisor will instruct you where else you need to report. In most cases, because of legal liability issues, you will likely report to the CDC. Reporting requirements will vary, depending on the specific facts involved, as to whether an investigation is mandated or whether a summary EC will suffice. The supervisor will **immediately** notify the Headquarters program manager via e-mail that an accident has occurred.
2. Consult with the Field Office CDC for specific information and reporting required to support an accident investigation. This may include providing a copy of the police report, an EC addressing the accident, an FD-302 prepared and signed jointly by the vehicle operator and the investigating case agent, and photographs taken at the scene. An investigation will always be opened when: 1) anyone was injured or possibly injured; 2) another vehicle was involved and the accident could in any way be attributed or claimed to be your fault, regardless of whether damage is known to have occurred to the other vehicle or not; or 3) the other vehicle was occupied, regardless of whether any injury or damage is known and regardless of who was at fault.
3. Under the terms of the lease contract, the FBI arranges for repairs to vehicles damaged in accidents. The operator, FBI supervisor, CDC, and Headquarters program manager will collaborate on necessary actions to handle repairs. The program manager will involve the contractor if necessary during the process. Even if you believe the vehicle was not damaged, have it examined to assess whether any hidden damage may have occurred. If the car was damaged, you will be required to obtain repair estimates, applying the following instructions. You may obtain estimates from any repair shop, but do not obtain an estimate from a garage the FBI would not want to perform the repair. Obtain estimates in the name of the FBI, regardless of whether the vehicle is leased with overt or covert funding.
 - a. *If the accident was our fault and repair will be under \$3,000, obtain one estimate.*
 - b. *If the accident was our fault and repair will be over \$3,000, obtain three estimates.*
 - c. *If the accident was the fault of the other party, obtain two estimates, one of which can be the other party's insurance appraisal.*
4. No repairs shall begin until the expenditure is officially approved by authorized personnel in the field office having financial, legal, and procurement authority. Failure to obtain proper authorization could result in personal responsibility for the expense. The financial manager will coordinate with the Headquarters program manager to secure funding to cover the repairs. A field office contracting officer will handle contractual matters related to the repair service. For repairs *under \$10,000*, commence repairs upon receiving authorization from the CDC and the contracting officer. Repairs *\$10,000 and above* require additional authorization from the Headquarters program manager.
5. When vehicle repairs are completed, retrieve the vehicle from the repair facility and return it to service. Submit a copy of all final accident repair paperwork to the Headquarters program manager, and a copy of the final invoice to the CDC. If you later discover any items that were incorrectly repaired, or were not repaired, return to the repair facility to seek correction at no cost. If you experience difficulty, consult the CDC for further advice. Do not incur additional costs without advance authorization.
6. If the vehicle is a total loss, the Headquarters program manager, in consultation with the CDC and the contractor, will determine the appropriate action under the specific circumstances. The program manager will advise the customer on plans to secure a replacement vehicle.

FBI NATIONAL VEHICLE LEASE**VEHICLE USE AGREEMENT – NON-FBI PERSONNEL**

FBI Office/Program: _____

Vehicle Operator Name: _____

Operator's Agency: _____

The FBI agrees to provide a vehicle to the above-named operator for use in connection with assignment to the FBI program identified above. The operator and his/her agency understand and agree to the following conditions related to vehicle use:

1. Use of the vehicle is a privilege carrying certain responsibilities as derived from the lease contract, law, regulation, or FBI policy. Failure to comply with the responsibilities and conditions outlined in this Agreement may cause the FBI to terminate the Agreement and prohibit further vehicle use.
2. The operator shall familiarize himself/herself with the National Vehicle Lease Program Guidance published by the FBI. The guidance addresses procedures and responsibilities related to the lease program, and is the foundation of most terms and conditions in this Agreement.
3. The following restrictions govern appropriate use of the vehicle:
 - a. The operator shall use the vehicle only for official purposes related to performance of duties assigned under the program. The operator shall not use the vehicle for personal use or any other use not directly related to activities authorized within the mission of the program. Notwithstanding, at the discretion of the FBI program supervisor (e.g., Task Force Coordinator) or other appropriate FBI official, where necessary to support the program mission or otherwise determined appropriate and advantageous to the FBI, the operator may be authorized to use the vehicle for travel between home and place of work.
 - b. The operator is authorized to use the vehicle only during the operator's assignment to the program. Upon cessation of the operator's assignment, the operator shall return the vehicle immediately to the FBI. The operator agrees to return said vehicle to the FBI in the same condition as received, except for normal wear and tear. The operator and/or agency could be held accountable for damage.
 - c. The operator shall not operate the vehicle if the operator fails to possess a valid driver's license. The operator shall exercise reasonable care in using the vehicle and shall not use the vehicle for any illegal activities, including operation while under the influence of drugs or alcohol.
4. The following responsibilities are imposed through implementation of the lease contract, and the operator and/or agency shall comply as stated:
 - a. If instructed to pick up or turn in a vehicle acquired under the national lease program contract, the operator shall conduct an inspection of the vehicle at the time and place of pick-up or turn-in, and shall accurately complete a Vehicle Inspection Report (provided by the FBI) documenting the

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results of the inspection. The operator shall provide the completed report to the FBI program supervisor for subsequent submission to FBI Headquarters.

- b. The operator and his/her agency shall ensure that no law enforcement or other equipment is installed in the vehicles in a manner that requires drilling or otherwise alters or damages the vehicle. The agency shall be responsible for any damage it may cause if it installs equipment.
 - c. The operator shall retain a Network Driver Kit, which provides information on a national maintenance account, in the vehicle glove compartment at all times. The operator shall take the vehicle to a participating servicing facility at the intervals identified in the kit to obtain necessary preventive and other maintenance. Although the operator does not pay for repairs under this maintenance program, the operator shall obtain receipts for all service to enable reconciliation of billing statements, if necessary. The operator shall provide receipts to the FBI program supervisor.
 - d. If a fuel card is provided in conjunction with the vehicle, the operator shall retain the card in the vehicle glove compartment at all times. The operator shall use the card only for purchasing fuel for the assigned vehicle and shall provide receipts to the FBI program supervisor for reconciliation of billing statements. The operator shall use the card in accordance with all instructions in the Network Driver Kit, including inputting correct odometer readings as prompted at the fueling station pump.
5. The operator and his/her agency shall be responsible for any and all parking tickets and traffic citations. The operator shall report tickets and citations as soon as possible to the FBI program supervisor. The operator/agency shall resolve all outstanding fines promptly and may be denied a subsequent or replacement vehicle until fines are resolved.
 6. The operator shall immediately notify the FBI Legal Unit **AND** the FBI program supervisor of **ANY** accident involving the vehicle. The operator shall follow procedures for handling accidents, as outlined in FBI guidance on the lease program and the FBI's Manual of Administrative and Operating Procedures.
 7. The operator and his/her agency recognize liability considerations related to use of the vehicle. Specifically, the following are noted:
 - a. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising out of the use of said vehicle. Legal representation by the United States is determined by the Department of Justice on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal or State law enforcement officer or employee.
 - b. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States Government, acting within the scope of his/her employment, shall be an action against the United States under Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680.
 - c. For the limited purpose of defending claims arising out of a task force activity, state officers who have been specifically deputized, and who are acting within the scope of their official duties and assignments on the task force, may be considered an "employee" of the United States government, as defined in 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

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- d. Under the Federal Employees Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. §2679(b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C §2679(d)(3).
- e. Liability for any negligent or willful acts of task force members undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and agency involved.
- f. Liability for violations of Federal constitutional law rests with the individual Federal agent or officer pursuant to Bivens v Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C., Section 1983 for state officers or cross-deputized federal officers.

This Agreement shall remain in effect until the earliest occurrence of the following: conclusion of the operator's assignment to the FBI office or program identified above; conclusion of the FBI's participation in the National Vehicle Lease Program; or termination by written notice of one party to the other. Upon any of these events, the vehicle shall be returned immediately to the FBI. This agreement may be modified subsequently through written agreement of the parties.

By signatures below, the parties agree to the terms and conditions of this Agreement.

OPERATOR:

Signature/date

OPERATOR'S AGENCY:

Signature/date

FBI:

Signature/date

*Template - Vehicle Use Agreement, Nat'l Lease Program
Created by Finance Division, Procurement Section, 2/6/07 (ajb)*

New Vehicle Inspection Report

Customer Name: _____ Year: _____ Make: _____
Address: _____ Model: _____ Style: _____
Phone: _____ Body: _____ Color: _____
Dealer Name: _____ VIN #: _____
Address: _____ License #: _____
Phone: _____ Mileage: _____

Check Options Included on Vehicle				Vans Only
<input type="checkbox"/> ABS	<input type="checkbox"/> Leather Interior	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> AM-FM Radio	<input type="checkbox"/> Conversion Pkg
<input type="checkbox"/> Auto Trans	<input type="checkbox"/> Power Windows	<input type="checkbox"/> Moon/Sun Roof	<input type="checkbox"/> AM-FM Cassette	<input type="checkbox"/> High Top
<input type="checkbox"/> Cruise	<input type="checkbox"/> Power Locks	<input type="checkbox"/> Luxury Sport Pkg	<input type="checkbox"/> CD Changer	<input type="checkbox"/> Dual Air
<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Pass. Air Bag	<input type="checkbox"/> Custom Wheels	<input type="checkbox"/> Roof Rack	<input type="checkbox"/> Dual Tents

CONDITION OF VEHICLE

Indicate any damage to the vehicle in the space provided using your own words or the following legend:

H - Hairline Scratch PT - Pitted T - Tear B - Bent GC - Glass Cracked
M - Missing SM - Smashed R - Rusty CR - Cracked D - Dented
S - Scratched ST - Stained BR - Broken D - Dented

FRONT	REAR
<p>1. _____ 2. _____ 3. _____ 4. _____ 5. _____</p>	<p>6. _____ 7. _____ 8. _____ 9. _____ 10. _____</p>
LEFT	RIGHT
<p>11. _____ 12. _____ 13. _____ 14. _____ 15. _____ 16. _____</p>	<p>17. _____ 18. _____ 19. _____ 20. _____ 21. _____</p>

INTERIOR					
OVERALL:	<input type="checkbox"/> CLEAN	<input type="checkbox"/> AVERAGE	<input type="checkbox"/> DIRTY		
	Good	Worn	Stained	Rust	Other
Front Carpet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rear Carpet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Front Seat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rear Seat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Headliner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Door Panels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Paint: ☐ None ☐ Crack ☐ Dent

MECHANICAL			
OVERALL:	<input type="checkbox"/> GOOD	<input type="checkbox"/> AVERAGE	<input type="checkbox"/> POOR
ENGINE	<input type="checkbox"/> Smooth	<input type="checkbox"/> Rough	
TRANS/CLUTCH	<input type="checkbox"/> Shifts OK	<input type="checkbox"/> Slips	
AIR COND.	<input type="checkbox"/> Cools OK	<input type="checkbox"/> Blows Hot	
BRAKES	<input type="checkbox"/> Stops OK	<input type="checkbox"/> Noises	
EXHAUST	<input type="checkbox"/> Cools OK	<input type="checkbox"/> Needs Replacement	
ITEMS NOT WORKING	<input type="checkbox"/> Windows	<input type="checkbox"/> Seats	<input type="checkbox"/> Docks
	<input type="checkbox"/> Roof	<input type="checkbox"/> Sound Equip.	

I certify that the vehicle identified above contains the equipment and has been delivered in the condition described herein.

TIRES/WHEELS	Good	Fair	Poor
Left Front			
Right Front			
Left Rear			
Right Rear			
Spare - Missing <input type="checkbox"/>			

CUSTOMER _____ DATE _____
DEALER _____ DATE _____