

U.S. Department
of Transportation

United States
Coast Guard



Special Agent-in-Charge
U.S. Coast Guard Investigative Service
Southeast Region

15612 S.W. 117th Avenue
Miami, FL 33177
Phone: (305) 278-6850
FAX: (305) 278-6859

January 30, 2002

[Redacted]
Superintendent
Puerto Rico Police Department

Dear Mr. [Redacted]

This letter is to follow up on our meeting last Friday. Thank you for your support to the U.S. Coast Guard Investigative Service in detailing two FURA Task Force agents to my office in San Juan. I originally requested two specific PRPD officers, one of whom was PRPD officer [Redacted] Badge # [Redacted]. Officer [Redacted] recently contacted my office and advised that he had been in an off duty altercation and that he was possibly facing criminal charges and disciplinary action by PRPD. Under these circumstances, I would like to postpone my selection of Officer [Redacted] until a final determination is made regarding his status.

Since HIDTA funding for this position has already been allocated, it is essential that I fill this vacancy. Fortunately, our previous interviews identified several other excellent candidates. Based on these interviews along recommendations from PRPD / FURA supervisors, I would like to recommend Sergeant [Redacted] Badge # [Redacted]. He currently assigned to the [Redacted] FURA station.

Once again, thank you for your support. If you have any questions or concerns, please do not hesitate to contact me at (787) 729-4335.

Sincerely,

By direction

Copy: Special Agent-in-Charge, Southeast Region
Commander, U.S. Coast Guard Greater Antilles Section Office

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CGIS SOUTHEAST REG

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U.S. Department
of Transportation
United States
Coast Guard



Special Agent-In-Charge
Coast Guard Investigative Service
Southeast Region

15812 SW 117th Avenue
Miami, Florida 33177-1630
Staff Symbol: COMDT(G-O-CGIS)
Phone: (305) 278-6841 / 50
Fax: (305) 278-6859

January 24, 2002

[Redacted]

Superintendent
Puerto Rico Police Department

Dear Mr. [Redacted]

My office, in agreement with Commander, U.S. Coast Guard, Greater Antilles Section Office (GANTSEC) and the High Intensity Drug Trafficking Area (HIDTA), San Juan, Puerto Rico, is in the process of creating a multi-agency task force in order to combat illegal drug trafficking in and around Puerto Rico. We would like to invite the Puerto Rico Police Department (PRPD) to be the first to join us in this worthy and compelling cause. I believe this initiative will significantly increase our effectiveness through enhanced communication and coordination between the U.S. Coast Guard and PRPD. The enclosed Memorandum of Agreement outlines our proposed strategy to employ your officers for maximum effectiveness and mutual benefit to both our agencies. Please feel free to suggest any changes or alternatives as you see fit.

Should you agree, I request the assignment of two police officers from your department. We recently interviewed nine excellent PRPD officers for these positions. Based on these interviews along with recommendations from PRPD managers, I would like to recommend the following individuals for this assignment:

Police Officer [Redacted] Badge # [Redacted]
Police Officer [Redacted] Badge # [Redacted]

Your support of our initiative would be greatly appreciated. I look forward to working closely with your department to help keep Puerto Rico truly an "Enchanted Island." If you have any questions or concerns, please do not hesitate to contact me at (305) 278-6842. Thank you.

Sincerely,

[Redacted Signature]

Encl: (1) Memorandum of Agreement USCG/CGIS and PRPD

Copy: Commander, U.S. Coast Guard Greater Antilles Section Office

MEMORANDUM OF AGREEMENT
between the
UNITED STATES COAST GUARD /
COAST GUARD INVESTIGATIVE SERVICE
and the
PUERTO RICO POLICE DEPARTMENT OF THE
COMMONWEALTH OF PUERTO RICO

This Agreement is made between the United States Coast Guard hereinafter referred to as USCG, and the Coast Guard Investigative Service hereinafter referred to as CGIS, and the Puerto Rico Police Department hereinafter referred to as PRPD, and the Fuerzas Unidas de Rapida Accion hereinafter referred to as FURA.

WHEREAS, there is evidence of significant drug smuggling activities in and around the Commonwealth of Puerto Rico, and that such illegal activities have a substantial and detrimental effect on the people of the Commonwealth of Puerto Rico, the USCG, CGIS, and PRPD / FURA have a mutual and considerable interest in stemming the flow of illicit drugs and associated criminal activities by cooperating with investigations and intelligence collection, and by coordinating multi-agency interdiction operations. PRPD, FURA, USCG, and CGIS hereinafter referred to as the parties, hereby agree to the following:

1. The parties will form a Working Group (Task Force) for the purpose of ~~conducting criminal investigations and intelligence collection activities, as well as~~ coordinating drug interdiction operations relating to drug smuggling and other violations of law within the statutory authority of the USCG, CGIS, and PRPD / FURA.

2. To accomplish the above, PRPD / FURA agrees to assign two Police Officers to the CGIS, Resident Agent Office, San Juan, Puerto Rico, for a period not to exceed 36 months. This assignment may be extended for an additional 36 months upon mutual consent of both parties. The Police Officers assigned to the Task Force may be rotated at the completion of their 36 month tour by mutual agreement between the two parties.

3. During their 36 month tour, the designated PRPD Officers will work under the direct operational control and supervision of CGIS Management. For administrative purposes, the assigned PRPD / FURA officers will be under the control of a designated PRPD Executive or Supervisor. The PRPD / FURA officers will report their time and attendance to their respective PRPD management official for payroll and administrative purposes. A time and attendance record will be maintained by CGIS and shall be made available for review to management officials of both parties.

4. The PRPD / FURA Officers assigned to the Task Force will be located in the CGIS Resident Agent Office space, which is currently located on the USCG Base at La Puntilla Final in Old San Juan. CGIS will supply work space, investigative

technical equipment, office supplies, cellular telephones, and other support supplies and services as may be deemed necessary to accomplish assigned work, subject to availability of funds and applicable Federal government regulations. Any PRPD overtime pay or travel expenses are to be funded solely by special non-Coast Guard federal funds and should those funds not be made available to the Coast Guard, the Coast Guard cannot fund PRPD overtime pay or officer travel expenses.

5. The assigned PRPD / FURA Task Force Officers will assist CGIS with drug smuggling related criminal investigations, intelligence collection, coordinating interdiction operations, liaison with PRPD, FURA, and other government agencies, and with enforcing violations of various laws within the statutory authority of CGIS and PRPD in the following manner:

a. Assist with gathering, analyzing and processing criminal investigative information and evidence, provide support in conducting undercover operations, surveillance, assist in executing search and seizure warrants, assist in making arrests, and perform other law enforcement duties and activities, utilizing such investigative methods as are appropriate, reasonable, and within the scope of CGIS authority. They may be called upon to help locate and interview witnesses, and testify in Federal court and before the Grand Jury. In the event that Federal prosecution is declined or not pursued, assigned PRPD / FURA task force officers may take cases for prosecution within the judicial system of the Commonwealth of Puerto Rico with the concurrence of the Coast Guard.

~~b. Assigned PRPD / FURA task force officers will assist in the~~ collecting and reporting of intelligence information to include assisting in the preparation of written reports and oral presentations.

c. PRPD / FURA will provide assigned task force officers with ready access to it's various computer data bases and records systems, both existing and future, which relate to law enforcement, criminal justice, corrections and penal systems, licensing and motor vehicle registration, criminal intelligence, and any other system of records deemed beneficial to the missions described in this agreement.

d. PRPD will provide assigned Task Force Officers with ready access to it's facilities, personnel and resources upon request. Task Force Officers will act as coordinators and facilitators between the parties.

6. The parties will share and make available to one another relevant investigative and intelligence information obtained from their respective sources and where possible, the sources of each agency will be made available to the other. The parties agree to exercise due diligence in protecting the identity of shared sources and their information from compromise and unauthorized disclosure. The parties and all members of this Task Force agree to honor the third party rule regarding release of proprietary information of either agency to third parties, and will protect any and all such information from unauthorized disclosure.

7. Any travel by assigned PRPD / FURA task force officers outside of the jurisdiction of the Commonwealth of Puerto Rico will be approved in advance by the PRPD Senior Executive who will officially authorize the task force officer's travel. Expenses related to travel will be paid by CGIS.

8. The PRPD / FURA task force officers assigned to the CGIS Task Force will adhere to all CGIS administrative policies, procedures, and regulations. Failure to adhere to CGIS policies, procedures and regulations shall be grounds for dismissal from the Task Force.

9. The PRPD / FURA will have its assigned officers deputized by the U.S. Marshals Service so that they may participate in federal law enforcement functions with CGIS special agents. Assigned PRPD / FURA officers shall be subject to the same rules, regulations and limitations governing CGIS special agents with respect to discharging their federal law enforcement duties.

10. PRPD will pay their PRPD / FURA task force officer's basic salary. PRPD also agrees to provide the assigned task force officers with other equipment required to perform law enforcement duties such as raid jackets, handcuffs, badges and credentials, vests, and weapons.

11. CGIS will provide the PRPD / FURA task force officers with a copy of the CGIS Disclosure laws and regulations, the rules governing Grand Jury procedures and the CGIS rules regarding the use of force, and firearms qualifications. PRPD / FURA agrees and understands that the detailed task force officers will be required to comply with the laws, rules, and regulations mentioned above and that violators may be subject to criminal and/or civil sanctions.

12. Assigned PRPD / FURA task force officers shall understand that they will remain employees of PRPD, and that assignment to the CGIS Task Force does not confer status as an employee of the Federal government or the U.S. Coast Guard.

13. Above all, PRPD / FURA Officers assigned to the CGIS Task Force, shall conduct themselves within the highest standards of loyalty, integrity, and trustworthiness. Failure to adhere to these standards or to any and all provisions set forth in this agreement, shall result in removal from the CGIS Task Force. In addition, CGIS and PRPD may jointly and singularly, pursue both administrative and criminal remedies in the most efficient and advantageous manner from within their respective jurisdictions.

NO PRIVATE RIGHTS CREATED

This document is an internal agreement between the USCG, CGIS and PRPD / FURA and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement, addenda, attachments, or other associated

documents restricts the authority of either signatory to act as provided by law, statute or regulation, nor does it restrict any agency from enforcing any laws or taking any action within its authority or jurisdiction.

This Memorandum of Agreement sets forth the entire agreement between the parties. Any additions, deletions, amendments or other changes to this agreement must be made in writing and by mutual consent of the parties hereto. It is further agreed that either party may terminate this agreement at any time by giving the other party 60 days written notice.

(Insertion of possible Hold Harmless Agreement)

Duly executed this 25th day of January 2002, at San Juan, Puerto Rico.

For the U.S. Coast Guard and the Coast Guard Investigative Service (CGIS):

[Redacted Signature]

Captain, U. S. Coast Guard
Commanding Officer
Greater Antilles Section Office

1/25/02
Date

[Redacted Signature]

Special Agent-in-Charge
Coast Guard Investigative Service
Southeast Region Office

1/25/02
Date

For the Puerto Rico Police Department (PRPD):

[Redacted Signature]

Superintendent of the Puerto Rico Police Department

1/25/02
Date