

United States Marshals Service

Short-Term Joint Operation – Memorandum of Understanding

Rev. 11/2019

PARTIES AND AUTHORITY: This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1) and 34 U.S.C. § 20941. Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS Investigative Operations Division (IOD) regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION: The primary mission of the operation is to conduct joint law enforcement activities to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to improve public safety, reduce violent crime, disrupt criminal gangs, and/or reduce the number of fugitive non-compliant sex offenders.

Federal fugitive cases referred through this joint operation for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency. Entry of warrants into NCIC is critical to enhance officer safety and to facilitate proactive enforcement, and intelligence gathering.

PERSONNEL: Administrative matters, which are internal to the participating agencies, remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

Non-USMS law enforcement officers assigned for purposes of this joint operation will be deputized as Special Deputy U.S. Marshals as needed for Investigative or Geographic Jurisdiction. Joint operation personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of the joint operation. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses, to include overtime for other personnel, including administrative personnel, where approved as part of the joint operation, shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted at the conclusion of the joint operation, and which provides the names of the investigators or administrative personnel who incurred overtime for the joint operation; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator or administrative personnel, and the total cost. If the joint operation lasts longer than 90 days, requests should be submitted quarterly.

The request for reimbursement must be submitted to the District Chief Deputy or IOD Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursable Funds for all USMS approved expenditures are capped at no more than \$ See Op Plan .

RECORDS AND REPORTS: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the temporary, short-term joint law enforcement operations shall be retained by the agency in the joint operation responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Joint operation statistics will be maintained by the USMS. Statistics will be made available to any participating agency upon request.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing the USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Temporary, short-term joint law enforcement operations records and documents, including reports prepared in cases assigned to temporary, short-term joint law enforcement operations personnel, will be maintained in USMS electronic records.

This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. If information developed during a USMS investigation is included in such a form, the TFO's department will maintain the information as an agent of the temporary, short-term joint law enforcement operations. No information gathered during the course of the temporary, short-term joint law enforcement operations activities, to include informal communications between TFOs and USMS personnel, may be disseminated to any third party, non-joint operation member by any joint operation member without the express permission of the District Chief Deputy or IOD Chief Inspector, or his/her designee.

Documents containing information that identifies or tends to identify a USMS confidential source shall not be placed in the files of participating agencies unless appropriate USMS policy has been satisfied.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tips" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the participating agency will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the joint operation will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy or IOD Chief Inspector and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved joint operation personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the District Chief Deputy or IOD Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the joint operation and the participant agency.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:

Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

Operation Name: USMS/SOIB Operation Duluth PD 2022

UNITED STATES MARSHAL, RFTF COMMANDER, or IOD REGIONAL CHIEF INSPECTOR:

Print Name: Brian Smith

Signature: BRIAN SMITH Digitally signed by BRIAN SMITH
Date: 2022.01.18 15:59:41 -06'00'

Date: 01/18/2022

PARTICIPANT AGENCY:

Name: Duluth Police Department

Phone: 218-730-5422

Location (City and State): Duluth, Minnesota

PARTICIPANT AGENCY REPRESENTATIVE(S):

CITY OF DULUTH a Minnesota municipal corporation

By: _____
Its Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney