



**MEMORANDUM OF UNDERSTANDING
DISTRICT FUGITIVE TASK FORCE
GULF COAST VIOLENT OFFENDERS & FUGITIVE TASK FORCE**

This Memorandum of Understanding (MOU) is entered into by the **City of Friendswood-Police Department** and the **United States Marshals Service (USMS)** pursuant to the Presidential Threat Protection Act of 2000 (Public Law 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, “the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for purpose of locating and apprehending fugitives.”

Terms and Conditions

1. Period of Performance: This MOU may be renewed annually based on written notification from the USMS, on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Task Force Commander or Chief Deputy. Subject to the availability of funds, this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

2. Reimbursement: The Marshals Service receives Asset Forfeiture funding for overtime incurred by state and local investigators who provide full time support to Marshals Service district fugitive apprehension task forces. The USMS **shall, pending availability of funds**, reimburse your organization for expenses incurred, depending on which category of funding is provided. An MOU must be signed and executed on or prior to the date of the Purchase Order which is the obligating document.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more than \$15,572 per year.

Reimbursement of for all types of expenses as defined above shall be contingent upon the submission of a proper invoice which shall be submitted on a monthly basis, and which provides the names of the investigators who incurred overtime for the Gulf Coast Violent Offenders & Fugitive Task Force (GCVOFTF) during the month; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator; and the total monthly cost. The invoice should be submitted to the USMS Chief Deputy or Task Force Commander, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment.

Group supervisors are responsible for scheduling the duty hours of the personnel assigned to their group, subject to the supervision of the Task Force Commander and the availability of compensation.

Agencies within the District may join the task force at any time with the consent of the

USMS and after consultation with the Task Force Advisory Committee. Agencies that wish to join will sign a copy of the existing MOU for the District. The addition of agencies to the District Task Force is contingent upon the availability of funds each fiscal year.

3. Personnel and Supervision: The District Task Force will consist of law enforcement and administrative personnel from state and local law enforcement agencies. Each participating agency may agree to assign at least one full-time law enforcement officer to the task force **or conduct operations in an ad-hoc basis.** Additional law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the District Task Force shall be the responsibility of the USMS Chief Deputy or Task Force Commander. Subject to the needs of the task force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state and local law enforcement officers assigned to the task force. The current task force, if applicable, will be integrated within the USMS Gulf Coast Violent Offenders & Fugitive Task Force to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

4. Task Force Advisory Committee: A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the District Task Force.

5. Vehicles and Equipment: Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. Government vehicles shall be used only for official purposes and solely for use in the performance of the task force. They shall not be used for transportation between residence and place of employment.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the task force or upon agency request. Equipment and supplies purchased by the state and local agencies in support of full time state and local investigators assigned to the district fugitive apprehension task force will remain the property of that state or local agency.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance, and other expenses associated with the use of its vehicles. Pending the availability of funds and equipment, the USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement

radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official district task force business.

6. Background Investigations and Special Deputation: Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as a Special Deputy U.S. Marshal.

7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the task force shall be retained by the agency in the task force 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. Task Force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigations by the task force. Upon receipt of a written request, the district fugitive task force may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives. Task Force personnel will be assigned federal, state and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the district fugitive task force.

9. NCIC Entries: Federal fugitive cases referred to the task force 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.

10. Travel: Task Force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on overnight 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.

11. Informants: Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

12. Use of Firearms and Deadly Force: All members of the district fugitive task force shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the

Chief Deputy or Task Force Commander and each concerned task force officer.

13. News Media: Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all participating agencies.

14. Release of Liability: Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED ON: _____, 2009

David J. H. Smith
Mayor, City of Friendswood

U.S. Marshal (A) Elizabeth Saenz or designee
United States Marshals Service
Southern District of Texas