

United States Marshals Service
Short-Term Joint Operation – Memorandum of Understanding

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)(B) and 42 U.S.C. § 16941(a). 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 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 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 investigate and/or arrest local, state, and federal fugitives, to improve public safety, reduce violent crime, and reduce the number of fugitive non-compliant sex offenders.

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.

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.

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 RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the joint operation during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the District Chief Deputy, 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 \$ 1,577.92

USE OF FORCE:

All members of the participating agency shall comply with their agencies' guidelines concerning the use of firearms and deadly force. All members of the participating agency shall comply with United States Justice Department guidelines concerning the use of less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA:

Media inquires will be referred to the District Chief Deputy. 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 task force.

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 or limits sovereign immunity under federal or state statutory or constitutional law.

Missoula County Compliance
Operation Name

MT Department of Corrections
Participating Agency Name

[Signature] - PPD Administrator
Participating Agency Representative

4/20/15
Date

[Signature]
United States Marshal

D/46 / D/MT
Participating USMS District

4/20/15
Date