

RESOLUTION NO. 272 2015

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH UNITED STATES MARSHALLS SERVICE, VIOLENT OFFENDER TASK FORCE, FOR JOINT LAW ENFORCEMENT OPERATIONS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with United States Marshalls Service, Violent Offender Task Force, joint law enforcement operations.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 28, 2015

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

United States Marshals Service
Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Lexington Fayette Urban County Government on behalf of the Lexington Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their 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. Participating agencies retain responsibility for the cases they refer to the VOTF.

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.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. 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.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers 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 full time support to USMS VOTF joint law enforcement task forces; 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 VOTF 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.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF 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 Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the 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 policy.

USE OF FORCE:

All members of the VOTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and 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 inquiries 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.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District: Eastern District of Kentucky

United States Marshal:

Tim Stec, USM
Print Name Signature Date

Tim Stec 7/2/15
Signature Date

Participant Agency:

Name: Lexington Police Department
Location (City & State): 150 E Main St, Lexington, KY 40507
Phone: (859) 258-3600

Participant Agency Representative:
Mark Barnard, Chief
Print Name

Mark Barnard 4/23/2015
Signature Date

Participant Agency Representative:
Jim Gray, Mayor
Print Name

Jim Gray 6/8/15
Signature Date

Assistant Director, Investigative Operations Division:

Derrick Driscoll
Print Name

Signature Date

FORM USM-607A INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Modification Document is designed to provide district and regional fugitive task forces with one standard form to record increases or decreases in funding for existing obligations. For new obligations, please refer to Form USM-607, Joint Law Enforcement Operations Task Force Obligation Document. Joint Law Enforcement Operations partnerships with state and local agencies exist under a reimbursable agreement detailed in the Memorandum of Understanding. The United States Marshals Service reserves the right to modify funding as needed and will provide notification of any changes to the JLEO participating agency.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control number for the existing obligation to be modified.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Appropriation Data

- A. Insert valid appropriation data in the fields provided, using the original obligation document for reference.

SECTION 4: Description of Modification

- A. Enter a brief description of the reason or purpose for the modification. Space is limited to a maximum of 150 characters.
- B. If a more detailed description is necessary, please note "See attached" in the text field, type the full description of the modification into a new document and attach the additional page to this form. Be sure to note the obligation number on the attachment.

SECTION 5: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 6: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF).
- B. Obligation Approval: Signature will be applied by District or RFTF representative.
- C. Acknowledgement: The JLEO participant can acknowledge receipt of the modification form in one of two ways:
 1. Sign the completed Form USM-607A and return to the issuing District/RFTF office.
 2. Send an email to the District/RFTF point of contact acknowledging that the agency has received and understood the USM-607A. The USMS POC will then print the e-mail and attach to the modification form in lieu of an agency signature.

When completed, the form will be returned to the District/RFTF office. Districts are responsible for modifying obligations in UFMS according to the USM-607A information. RFTF modifications will be forwarded to Headquarters IOD to be entered into UFMS.