



MEMORANDUM OF UNDERSTANDING NEVADA FUGITIVE INVESTIGATIVE STRIKE TEAM FUGITIVE TASK FORCE (NV-FIST)

This Memorandum of Understanding (MOU) is entered into by the **Washoe County Sheriff's Office** 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 the purpose of locating and apprehending fugitives." This MOU is a cooperative agreement authorized under NRS Chapter 277.

Terms and Conditions

1. Period of Performance: This MOU will be renewed annually based on written notification from the USMS, on or about September 1, 2006 through September 30, 2007. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Chief Deputy U.S. Marshal (CDUSM) for the District of Nevada. Subject to the availability of funds, this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

2. Overtime Reimbursement: The USMS shall reimburse your organization for overtime hours. If overtime is compensated, the agency must submit within 30 days after receipt of a fully executed MOU, a list of individuals along with information stating their compensated overtime rate. 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 overtime shall be contingent upon the submission of a proper invoice which shall be submitted on a quarterly fiscal year basis, and which provides the names of the investigators who incurred overtime for the NV-FIST 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 invoice shall be submitted to the USMS District Fugitive Task Force Commander, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment; and forward to USMS Headquarters for processing. Documentation supporting the summary level quarterly invoice will be maintained by the USMS District Fugitive Task Force Commander, and only the summary level quarterly invoice will be forwarded to USMS Headquarters.

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

3. 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.

4. **Personnel and Supervision:** The NV-FIST 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. Other law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the NV-FIST shall be the responsibility of the USMS CDUSM. Subject to the needs of the NV-FIST, 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 NV-FIST 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.

5. **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 NV-FIST.

6. **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. All vehicles and equipment must be returned to the USMS upon termination of the task force or the departure of any task force personnel.

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.

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 NV-FIST business.

7. 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 Special Deputy U.S. Marshals.

8. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the NV-FIST shall be retained by the agency in the NV-FIST 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.

9. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by the NV-FIST. Upon receipt of a written request, the NV-FIST 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 NV-FIST.

10. 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.

11. 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 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.

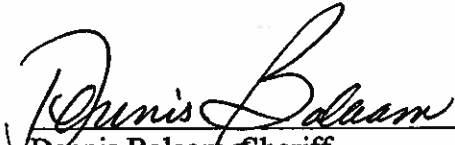
12. Informants: Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.


13. Use of Firearms and Deadly Force: All members of the NV-FIST 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 Task Force Commander and each concerned task force officer.

14. 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.

15. 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 TO THIS 26th DAY OF SEPTEMBER, 2006


Dennis Balaam, Sheriff
Washoe County Sheriff's Office

 *Chief Deputy for USM Orton 9/26/06*
Gary Orton, U.S. Marshal
District of Nevada
United States Marshals Service

Line of Accounting: FY 2006 5042X TSKFRCE4 SOC 1142 DOC# _____

Your agency is authorized to obligate a maximum of \$12,500.00

to \$15,000.00

 *11/28/06*
Robert M. Larkin
Chairman, Washoe County Commission

ATTEST:


Nancy L. Pelt, Chief Deputy
Washoe County Clerk