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City of Carson City Agenda Report

06/04/09 Agenda Date Requested: 05/26/09 Date Submitted: Consent Agenda Time Requested: Mayor and Supervisors To: Carson City Sheriff's Office From: Action to adopt a Memo of Understanding between the United States Marshals Subject Title: Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 and the Carson City Sheriff's Office for the reimbursement of expenses during the course of joint operations. This MOU establishes an ongoing partnership between the United States **Staff Summary:** Marshals Service and the Carson City Sheriff's Office and provides for the reimbursement of costs incurred by the Carson City Sheriff's Office while providing resources in support of Federal and Local Cops Organized Nationally (FALCON) operations or similar ad-hoc operations. Type of Action Requested: (check one) (_____) Resolution (______) Ordinance (______) Other (Specify) Does This Action Require A Business Impact Statement: (____) Yes (__X__) No Recommended Board Action: I move to adopt a Memo of Understanding between the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 and the Carson City Sheriff's Office for the reimbursement of expenses during the course of joint operations. Explanation for Recommended Board Action: 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 establishes an ongoing partnership between the United States Marshals Service and the Carson City Sheriff's Office and provides for the reimbursement of costs incurred by the Carson City Sheriff's Office in providing resources during operations of this nature. Applicable Statute, Code, Policy, Rule or Regulation: Fiscal Impact: None

See Above

Explanation of Impact:

Alternatives: Do not accept agreement.				
Supporting Material: Memorandum of Understance and the Carson City Sheriff's Office	tanding	g betweer	United States	Marshals
Prepared By: Kathie Heath, Business Manager			,	
Reviewed By: (Department Head) (City Manager) (District Attorney) (Finance Director)		Date:	5/26/09 5/26/09 5/26/09	
Board Action Taken:				
Motion:	1)_ 2)_			Aye/Nay
(Vote Recorded By)				
(Voto Recolaca Dj)				

Funding Source: N/A



MEMORANDUM OF UNDERSTANDING FALCON AND SIMILAR AD-HOC TASK FORCE OPERATIONS U. S. Marshals Service - District of Nevada Fugitive Apprehension Task Force

This memorandum of Understanding (MOU) is entered into by the Carson City Sheriff's Office and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 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 particular MOU establishes an ongoing partnership between the two above agencies and an agreement to participate in and provide full time support during the FEDERAL AND LOCAL COPS ORGANIZED NATIONALLY (FALCON) operation or similar ad-hoc operations. This MOU also establishes a mechanism for the USMS to reimburse, when funds are available, pre-approved overtime expenses incurred by the Carson City Sheriff's Office during the course of FALCON or similar ad-hoc operations.

- 1. Period of Performance: Subject to the availability of funds, this MOU may be renewed annually based on written notification from the USMS. Participating agencies are encouraged but not required to participate in future FALCON or similar ad-hoc operations.
- 2. Reimbursement: The USMS 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. Subject to the availability of funds, the USMS shall reimburse your organization for USMS pre-approved overtime expenses incurred. 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 that \$15, 572 per year. Reimbursement of overtime work shall be contingent upon the submission of a proper invoice which provides the names of the investigators who incurred overtime for the district fugitive apprehension task force during the operation; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator, and the total cost. The invoice should be submitted to the USMS Chief Deputy or Task Force Coordinator, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment.
- 3. Personnel and Supervision: The district task force will consist of law enforcement and administrative personnel from federal, state, and local 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. 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.** 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.

- **5. News Media:** Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all the participating agencies.
- **6. 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.

Gary Orton, United States Marshal District of Nevada

Sheriff Ken Furlong Carson City Sheriff's Office