


**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

- 1 RESOLVED, that the City of Saint Paul, Police Department is to amend the attached authorized
- 2 Memorandum of Understanding (02-11560-O) with the United States Marshals Service (USMS) to
- 3 participate in the District of Minnesota Fugitive Task Force (DTF) and to accept reimbursement for
- 4 overtime, fuel, maintenance and retrofitting to be used solely for the purpose of the DTF pending
- 5 availability of funding.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Tolbert			

Requested by Department of:


By: Chief of Police

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Adopted by Council: Date _____

Approved by Mayor for Submission to Council

Adoption Certified by Council Secretary

By: _____

By: _____

Approved by Mayor: Date _____

By: _____



JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE OBLIGATION DOCUMENT

Section 1: Obligation Number

[Empty box for Obligation Number]

Section 2: Participating Agencies

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:
St. Paul Police Department

And

**The United States Marshals Service (USMS)
Minnesota (41)**

Section 3: Period of Performance

10/11, 2011 through 09/30, 2012

Section 4: Vehicle Information

Vehicle Quantity	Fuel/Maintenance and Retrofitting
Quantity of vehicles: _____	Quantity of vehicles: 1
Total vehicle purchase: \$0.00	Total vehicle fuel/maintenance and retrofit: \$1,400.00

Section 5: Appropriation Data

Fiscal Year	Organization	Fund	Project	SOC	Purpose	Dollar Amount
FY: 2012		5042X	[Select]	2570	Vehicle	\$0.00
FY: 2012		5042X	JLEOTFS 4	2607	Fuel/Maintenance	\$1,400.00
FY: 2012		5042X	[Select]	2544	Retrofit	
FY: 2012		5042X	[Select]	2650	Radios	\$0.00
FY: 2012		5042X	[Select]	2100	Travel	\$0.00
FY: 2012		5042X	[Select]	2523	Training	\$0.00
FY: 2012		5042X	[Select]	2614	Equipment	\$0.00
FY: 2012		5042X	JLEOTFS 4	2599	Overtime	\$10,000.00
Total Obligation Amount:						\$11,400.00

Section 6: Contact Information

District/RFTF POC:	State/Local POC:
Name: Rich Pederson	Name: Tom Smith
Phone: (612) 664-5910	Phone: (651) 266-5588
Email: Richard.Pederson@usdoj.gov	Email: Tom.Smith@ci.stpaul.mn.us

Section 7: Authorization

This obligation document serves as notification of funding provided to support state and local agencies participating in Joint Law Enforcement Operations subject to the availability of funds. The United States Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

Certification of Funds:

Sharon Eliason
Sharon Eliason AO
USMS Representative

10/28/11
Date

Obligation Approval:

Chris Kawaters
Chris Kawaters CDUSM
Chief Deputy or RFTF Commander

10/28/11
Date

Acknowledgement:

Tom Smith Chief
Department Representative

Date



U.S. Department of Justice
 United States Marshals Service
 Minnesota District
 Minneapolis, MN 55415

MEMORANDUM OF UNDERSTANDING
U. S. Marshals Service District of MN
Fugitive Apprehension Task Force
November 16, 2009

This memorandum of Understanding (MOU) is entered into by the Saint Paul Police Department 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."

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 Chief Deputy or Task Force Coordinator. Subject to 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 either 1) overtime incurred by state and local investigators who provide full time support to Marshals Service district fugitive apprehension 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~~ **shall not** 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 \$16,903 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 quarterly fiscal year basis, and which provides the names of the investigators who incurred overtime for the district fugitive apprehension task force 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 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. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

Group supervisors are responsible for scheduling the duty hours of the personnel assigned to their group, subject to the supervision of the Task Force Coordinator 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 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. 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 district 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 the 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 Special Deputy U.S. Marshals.

7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the district fugitive task force shall be retained by the agency in the district fugitive task force responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriated. 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 investigation by the district fugitive 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.

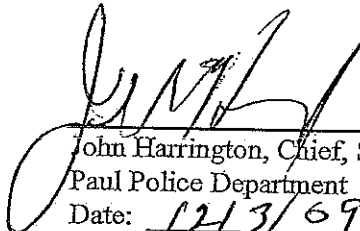
10. Travel: Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for 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.

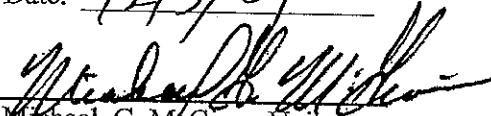
12. **Use of Firearms and Deadly Force:** All members of the district fugitive task force shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Chief and each concerned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

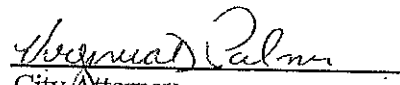
14. **Release of Liability:** Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state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



John Harrington, Chief, Saint
Paul Police Department
Date: 12/3/09

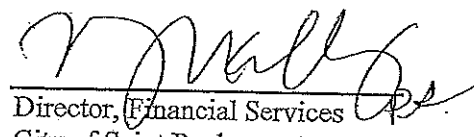


Michael G. McGinn United
States Marshal, District of
Minnesota
Date: 11/16/2009



City Attorney,
City of Saint Paul
Date: 2-17-10

Director, Human Rights,
City of Saint Paul
Date: _____



Director, Financial Services
City of Saint Paul
Date: 2/23/10
CF10-140



U.S. Department of Justice
United States Marshals Service
District of Minnesota

Michael G. McGinn, Marshal

November 16, 2009

Chief John Harrington
St. Paul Police Department
367 Grove Street
St. Paul, MN 55101

Chief Harrington;

Enclosed are two memorandums of agreement regarding the fugitive task force; one is for overtime and the other is for the fuel and retrofitting of the vehicle that the Marshals Service provided for your agency.

The first is four copies of a four page document setting the reimbursement budgeted for overtime. The good news is that the amount is slightly greater than last year. Please sign as indicated and return two (2) copies for our files.

The second consists of two copies of a one page document that sets the fuel reimbursement amount at \$6,000 and the retrofit amount at \$5000. We will pay for equipment and installation based on submitted invoices.

There are choices for fuel reimbursement by either quarterly payments based on your quarterly submitted invoices or a fuel credit card, each of which must be for the particular vehicle donated. Please indicate which method is preferred.

Please return one (1) executed copy of the vehicle reimbursement MOU and two (2) copies of the overtime MOU. A postage paid envelope is enclosed for your convenience.

Thank you for your continued participation in the task force! It's always a pleasure to work with the SPPD.

Sincerely,

Michael G. McGinn,
U.S. Marshal, District of MN