EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
November 2016 – September 2017 United States Department of Justice, Marshals Service, Obligation Agreement for Cost Reimbursement regarding Joint Law Enforcement Operations

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Police
	Consent	Contact Person	D/C Jim Lever
X	Action	Phone Number	425-257-8418
	First Reading	FOR AGENDA OF	December 28, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
X	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
		Obligation for Cost Reimbursement Agreement, MOU	Legal, Police

Amount Budgeted	$	
Expenditure Required	$10,000	Account Number(s):
Budget Remaining	-0-	
Additional Required	$10,000	

DETAILED SUMMARY STATEMENT:
The United States Department of Justice, Marshals Service (USMS) is providing funding to the City of Everett Police Department to conduct and participate in joint law enforcement operations by cooperating in a comprehensive law enforcement effort to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. To assist in meeting the goals of the joint task force effort, USMS has set forth permissible expenses to be reimbursed upon request under this agreement which may include overtime relating to Everett Police Department officers, investigative equipment, travel, and training during the program timeframe of November 10, 2016 through September 30, 2017. The maximum total amount for authorized reimbursement pursuant to the Agreement is $10,000.00.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign all necessary documents and agreements with the United States Department of Justice, Marshals Service regarding the November 2016 through September 2017 Obligation Agreement and acceptance of the $10,000.00 for cost reimbursement regarding Joint Law Enforcement Operations.

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-17-D86-O-000047

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:

Everett Police Department

and

Western District of Washington (86)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

November 10, 2016 to September 30, 2017

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2017	D86	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	$10,000.00
				Total Obligation Amount:	**$10,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

Funds provided for the reimbursement of Task Force Officer overtime associated with Joint Law Enforcement Operations (JLEO) pursuant to the Memorandum of Understanding between agencies.
Maxium per task force officer: $17,753.00 per fiscal year.

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:	STATE/LOCAL CONTACT:
Name: Kayla Celaya, ACDUSM	Name: Captain Rod Sniffen
Phone: 206-370-8603	Phone: 425-257-8568
E-mail: Kayla.Celaya@usdoj.gov	E-mail: rsniffen@everettwa.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: _____ Date: 12/08/2016

Raymond Fleck, SDUSM / Acting AO

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: _____ Date: 12/09/2016

Jacob Green, CDUSM

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 monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

[Type Name and Title]

COPY

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

PARTIES AND AUTHORITY:
This Memorandum of Understanding (MOU) is entered into by the
EVERETT 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 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.

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: WESTERN DISTRICT OF WASHINGTON

United States Marshal:

Mark Ericks — Print Name
Signature
01-14-13 — Date

Participant Agency:
Name: EVERETT POLICE DEPARTMENT
Location (City & State): EVERETT, WA.
Phone: 425-257-8400

Participant Agency Representative:

Kathy Atwood, Chief — Print Name & Title
Signature
10/14/12 — Date

Assistant Director, Investigative Operations Division:

William D. Snelson — Print Name
Signature
1/23/13 — Date

AGREED:

CITY OF EVERETT, WASHINGTON

By: Ray Stephanson

Ray Stephanson, Mayor

Date: 1-7-2013

ATTEST:

Sharon Fuller

Sharon Fuller, City Clerk

Date: 1-7-2013

APPROVED AS TO FORM:

James D. Iles

James D. Iles, City Attorney

Date: 1/2/13