



U.S. Department of Justice
United States Marshals Service
Southern District of Texas
515 Rusk, Room 10017
Houston, TX 77002

December 10, 2009

Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Office
711 East El Cibolo Road
Edinburg, TX 78541

Dear Chief Martinez,

This is to notify you of procedures regarding submission of invoices for overtime in support of the Joint Law Enforcement Operations Memorandum of Understanding with the United States Marshals Service dated December 7, 2009. Invoices are to be submitted on a monthly basis (i.e., December 2009) and should reflect a summary of overtime hours incurred by each investigator for the month. The invoice should be on your agency's letterhead and can be submitted in your invoice format, but must include the following elements:

- 1) Name and title of each investigator who incurred overtime during the month;
- 2) Hourly regular and overtime rates in effect for each investigator during the month;
- 3) Total overtime hours incurred by investigator during the month;
- 4) Total overtime dollars for each investigator for the month;
- 5) Total bill amount for the month; and
- 6) Obligation No. D79-10-0233 and Billing Period (Month).

Invoices should be submitted to Supervisory Deputy Isaac Karam, who will review, approve, and forward to my attention for payment. Additional backup documentation should be available upon request to verify the accuracy of the summary level invoices in case of an audit or to assist the district in the invoice review process.

If you have questions regarding the invoicing procedure, please contact me at (713) 718-4803.

Sincerely,

Ann L. Adams
Administrative Officer

Attachments:

- Memorandum of Understanding Joint Law Enforcement Operations dated December 7, 2009
- Memorandum of Understanding between Hidalgo County Sheriff's Office and the United States Marshals Service

Copies Furnished: Isaac Karam, Supervisory Deputy
United States Marshals Service



FISCAL YEAR 2010
MEMORANDUM OF UNDERSTANDING
JOINT LAW ENFORCEMENT OPERATIONS

Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office
And
United States Marshals Service

The purpose of this MOU notice is to obligate Asset Forfeiture funding for overtime incurred by state and local investigators who provide full time support to the USMS DFTF joint law enforcement task forces, pursuant to the Memorandum of Understanding (MOU) between the Marshals Service and the Hidalgo County Sheriff's Office.

Period of Performance: December 7, 2009 thru September 30, 2010

FY 2010 Appropriation Data:

D79 5042X JLEOTFS SOC 2599 (Overtime obligation) \$16,000.00
Obligation Number: 079-10-0283

State and local agencies can request reimbursement of overtime incurred by state and local investigators who provide full time support to the USMS DFTF joint law enforcement task forces. A total of \$16,000.00 is provided for overtime. Upon receipt of a proper invoice for incurred overtime expenses, the Marshals Service will reimburse the state and local agencies for these expenses.

Certification of Funds Available: Ann Adams 12.7.09
Ann Adams, Admin Officer Date
Southern District of Texas

MOU Authorization: Steven Tiller 12-7-09
Steven Tiller, Chief Deputy Date

See Attached MOU
Guadalupe "Lupe" Trevino Date
Sheriff - Hidalgo Co. Sheriff's Office

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Hidalgo County 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). 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 Regional Fugitive 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 to, "in executing the laws of the United States within a State . . . 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 DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. 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 DFTF 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. Each participating agency retains responsibility for the cases they refer to the DFTF.

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

Direction and coordination of the DFTF 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 direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 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:

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF 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 invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF 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 District Chief Deputy, 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.

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 or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF 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 DFTF 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 DFTF business. 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 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 DFTF shall be retained by the agency in the DFTF 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 DFTF shall comply with their agency's 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

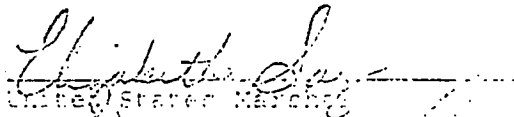
Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

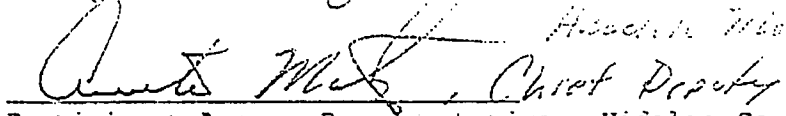
RELEASE OF LIABILITY:

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. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

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 (CDUSM).


United States Marshal


Participant Agency Representative - Hidalgo Co. Sheriff's Office

Assistant Director, IOD