

INSTRUCTIONS: See last page for detailed instructions.

**SECTION 1: OBLIGATION**

DOCUMENT CONTROL #: M-20-D79-O-000148

**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:

Webb County Sheriff's Office

and

Southern District of Texas (79)

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

**SECTION 3: PERIOD OF PERFORMANCE**

October 1, 2019 to September 30, 2020

**SECTION 4: APPROPRIATION DATA**

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2020	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$4,000.00
Total Obligation Amount:					\$4,000.00

**SECTION 5: DESCRIPTION OF OBLIGATION**

WCSO ORI# TX2400000

Overtime for 1 TFO (\$16,000/25%)

**SECTION 6: CONTACT INFORMATION**

**DISTRICT/RFTF CONTACT:**

Name: Carlos Palos, Supervisory Deputy U.S. Marshal

Phone: 956-794-1200

E-mail: carlos.palos@usdoj.gov

**STATE/LOCAL CONTACT:**

Name: Martin Cuellar

Phone: (956) 523-4500

E-mail: martincuellar@webbcountytx.gov

**SECTION 7: AUTHORIZATION**

**USMS Representative - Certification of Funds:**

Signature: ANN HEPHNER

Digitally signed by ANN HEPHNER  
Date: 2019.11.20 15:35:12 -0600

Date: 11/20/2019

Ann Hephner, Administrative Officer

**Chief Deputy or RFTF Commander - Obligation Approval:**

Signature: JOHNNY WILLIAMS

Digitally signed by JOHNNY WILLIAMS  
Date: 2019.11.22 14:35:59 -0600

Date: 11/22/2019

Johnny Ray Williams, Jr., Chief Deputy U.S. Marshal

*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:

Martin Cuellar Sheriff

Date:

12-02-19

[Type Name and Title]

M. Cuellar Sheriff

## **FORM USM-607 INSTRUCTIONS**

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

### **SECTION 1: Obligation Number**

- A. Enter UFMS Document Control Number.

### **SECTION 2: Participating Agencies**

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

### **SECTION 3: Period of Performance**

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

### **SECTION 4: Appropriation Data**

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

### **SECTION 5: Description of Obligation**

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

### **SECTION 6: Contact Information**

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

### **SECTION 7: Authorization**

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

COPY

#### PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the **Webb County Sheriff 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). 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:

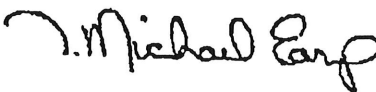
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The 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

 Sheer & Webb Co.  
Participant Agency Representative

 9/29/09  
Assistant Director, IOD