

United States Marshals Service
Short-Term Joint Operation – Memorandum of Understanding
Sex Offender Investigations Branch

PARTIES AND AUTHORITY: This Memorandum of Understanding (MOU) is entered into by Laramie County Sheriff's Office and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1), 34 U.S.C. § 20941, and 42 U.S.C. § 16941(a). Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons, locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender, investigating violations of 18 U.S.C. § 2250 and related offenses, and/or assisting in the identification and location of sex offenders relocated due to a major disaster. Additional authority is derived from the Justice for Victims of Trafficking Act of 2015 (PL 114-22, Title VI, Sec. 605) and provides the USMS with discretionary authority to support requests from law enforcement to assist in locating and recovering missing children. The USMS is authorized to "assist State, Local, and other Federal law enforcement agencies, upon the request of such an agency, in locating and recovering missing children" pursuant to 28 U.S.C. § 566(e)(1)(D). This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS Investigative Operations Division (IOD) regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION: The primary mission of the operation is to conduct joint law enforcement activities to investigate and/or arrest persons who have active federal warrants or state, local, tribal, and/or territorial arrest warrants adopted by the USMS; and/or to investigate, locate, and/or arrest non-compliant sex offenders; and/or to recover or locate missing children. The intent of this joint effort is to improve public safety, reduce violent crime, disrupt criminal gangs, and/or reduce the number of fugitive non-compliant sex offenders.

All fugitive and missing child cases worked as a part of this joint effort will be entered into the appropriate National Crime Information Center (NCIC) database, and other applicable state or local lookout systems, by the respective originating agency. Entry of the cases into NCIC and local systems is critical to enhance officer safety and facilitates proactive enforcement and intelligence gathering.

PERSONNEL: Administrative matters, which are internal to the participating agencies, remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

Non-USMS law enforcement officers assigned for purposes of this joint operation will be deputized as Special Deputy U.S. Marshals as needed for Investigative or Geographic Jurisdiction.

REIMBURSEMENT: Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state, local, tribal, or territorial law enforcement officer is capped at the equivalent of 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses, to include overtime for other personnel, including administrative personnel, where approved as part of the joint operation, shall be contingent upon availability of funds and the timely submission of a proper request for reimbursement which provides the names of the investigators or administrative personnel who incurred overtime for the joint operation, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator or administrative personnel, and the total cost. Reimbursement will be calculated as either straight overtime or 1.5 times the hourly rate of pay with no fringe benefit. Incentive, bonus, or differential rates will not be reimbursed by the USMS.

Reimbursement for qualified and approved equipment purchases will be reimbursed provided the state, local, tribal, or territorial agency initiated the purchase and paid in full for all approved items within the timeframe of the operation. Failure to provide adequate documentation of payment within the operational timeframe will result in the denial of reimbursement. Purchase order receipts will not be accepted as proof of payment.

Requests for reimbursement should be submitted monthly unless approved otherwise by the Chief Inspector/Chief Deputy, or IOD program Chief. Full and complete supporting documentation must accompany all requests for reimbursement. The request for reimbursement must be submitted to the Chief Inspector/Chief Deputy, or IOD program Chief. Any equipment/items submitted for reimbursement will not have reoccurring or monthly charges/fees/subscriptions. The USMS will not provide reimbursement for partial or monthly payments. Requests for equipment/items must be provided to the USMS on agency letterhead and include the cost, proposed vendor, and justification for the item/s. All requests must be received and approved by the USMS prior to the start of the operation to qualify for reimbursement.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Joint operation personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of the joint operation. State, local, tribal, or territorial officers traveling on official business shall be reimbursed by the USMS for authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations upon receipt of approved expenses. ***Reimbursable Funds for all USMS approved expenditures are capped at no more than \$10,800.00.*** Approval Funds broke down as State and Local Overtime totaled ***\$8,000.00*** and two Lenovo T14 Laptop costing ***\$2,800.00***.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: Any Task Force agency not covered by an existing executed USMS Task Force Officer Body Worn Camera (BWC) Memorandum of Understanding Addendum and any non-Task Force state, local, federal, tribal or territorial agency are authorized to utilize their BWC during a USMS short term operation. By signing this MOU, your agency agrees to share any BWC footage obtained during the operation with the USMS upon request. Any BWC footage of a critical incident such as an Officer Involved Shooting or other use of force leading to death, will be shared as soon as possible after in the incident. Other footage will only be requested if the USMS has a mission-related requirement that can only be supported by receipt of the BWC recording from the BWC agency. Your agency also acknowledges that any footage shared with the USMS is subject to federal disclosure laws and regulations, including the Freedom of Information Act (FOIA).

RECORDS AND REPORTS: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the temporary, short-term joint law enforcement operations shall be retained by the agency in the joint operation 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. Joint operation statistics will be maintained by the USMS. Statistics will be made available to any participating agency upon request.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing the USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Reports should never contain information related to sensitive USMS programs/techniques that are deemed privileged and not subject to reporting. Temporary, short-term joint law enforcement operations records and documents, including reports prepared in cases assigned to temporary, short-term joint law enforcement operations personnel, will be maintained in USMS electronic records.

Records and information obtained during a fugitive, sex offender, or general investigation may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may obtain copies of USMS investigative reports, and other documents or materials, but they may be released only upon approval of the

USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to USMS activities, those documents may only be released after coordination with USMS OGC.

USE OF FORCE: All members of the participating agency will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the joint operation will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the Chief Inspector/Chief Deputy, or IOD program Chief and each concerned participating law enforcement officer. In the event of a shooting involving participating law enforcement officers, the incident will be investigated by the appropriate agency(ies).

In the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved joint operation personnel's employing agency when the participating law enforcement officer is inside their primary/physical jurisdiction and by the USMS when the participating law enforcement officer is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the Chief Inspector/Chief Deputy, or IOD program Chief. 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 joint operation and the participant agency.

Any media releases or activity pertaining to the missing child mission should only be done in conjunction with the lead investigative agency, the SOIB Region Chief, and the USMS Office of Public Affairs. The purpose of any such release should be part of the overall coordinated effort to locate and recover the missing child.

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, limits, or modifies any party's sovereign rights or immunities under applicable law.

PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION: Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

OPERATION:

Name: Operation Jessica

Location: Laramie County, Wyoming

Start Date: March 11, 2024

End Date: March 15, 2024

PARTICIPANT AGENCY:

Name: Laramie County Sheriff's Office

Location: Cheyenne, Wyoming

PARTICIPANT AGENCY APPROVAL AUTHORITY:

Print Name and Title:

Signature:

Date:

**CHIEF DEPUTY UNITED STATES MARSHAL, REGIONAL FUGITIVE TASK FORCE
COMMANDER, or SEX OFFENDER INVESTIGATIONS BRANCH REGION CHIEF:**

CORRECTED

Print Name and Title: *JASON KONLIT*

District, Task Force, or Region: *DISTRICT OF WYOMING*

Signature: *John Knight*

Date: *5/15/2024*

UNITED STATES MARSHAL (of District in which Partner Agency is located):

Print Name: *RANDALL HUFF*

Signature: *Randall Huff*

Date: *05/15/2024*

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

[Signature]

