

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE SARPY COUNTY SHERIFF'S OFFICE AND
THE U.S. MARSHALS SERVICE
AS REFERENCED IN THE ATTACHED DOCUMENTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the agreement with the U.S. Marshals Service as referenced in the attached documents is available to the Sarpy County Sheriff's Office; and,

WHEREAS, Sarpy County Sheriff Jeff Davis signed the agreement; and,

WHEREAS, Sarpy County is committed to and supports the agreement as referenced in the attached documents; and;

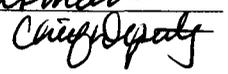
NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the signing of the agreement with the U.S. Marshals Service as referenced in the attached documents for the Sarpy County Sheriff's Office is hereby approved.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of August, 2014.


Sarpy County Board Chairman



ATTEST:


Sarpy County Clerk 

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Agreement between the Sarpy County Sheriff's Office and the U.S. Marshals Service

On August 26, 2014, the County Board will be asked to ratify the agreement with the U.S. Marshals Service for the reimbursement of overtime costs associated with pursuing persons who have active federal warrants for arrest. The agreement will reimburse Sarpy County up to \$1,000 in overtime costs.

Please do not hesitate to contact Sheriff Davis with questions or concerns.

August 22, 2014

Lisa A. Haire

593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Sheriff Davis
Deb Houghtaling

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

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
SARPY COUNTY SHERIFF'S 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 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.

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: NEBRASKA D/47

United States Marshal:

MARK A MARTINEZ [Signature] 15 Aug 14
Print Name Signature Date

Participant Agency:

Name: SARPY COUNTY SHERIFF'S DEPARTMENT
Location (City & State): PAPILLION, NE 68046
Phone: (402)593-4404

Participant Agency Representative:

Sheriff Jeffrey L Davis [Signature] 8/18/14
Print Name & Title Signature Date

Assistant Director, Investigative Operations Division:

William D. Snelson _____
Print Name Signature Date

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District: NEBRASKA D/47

United States Marshal:

MARK A MARTINEZ [Signature] 15 Aug 14
Print Name Signature Date

Participant Agency:

Name: SARPY COUNTY SHERIFF'S DEPARTMENT
Location (City & State): PAPILLION, NE 68046
Phone: (402)593-4404

Participant Agency Representative:

Sheriff Jeffrey L Davis [Signature] 8/14/14
Print Name & Title Signature Date

Assistant Director, Investigative Operations Division:

Anael Gonzalez [Signature] 9/8/2014
Print Name Signature Date

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-14-D47-O-000

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:

SARPY COUNTY SHERIFF'S DEPARTMENT

and

District of Nebraska (47)

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

SECTION 3: PERIOD OF PERFORMANCE

[Date] to [Date]

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2014	D47	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$1,000.00
Total Obligation Amount:					\$1,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

GANG OPERATION "JUST DO IT" AUGUST 18TH 2014 THROUGH SEPTEMBER 5TH 2014

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Chad Reynoldson, Depty U.S. Marshal
Phone: 402-221-4826
E-mail: Chad.Reynoldson@usdoj.gov

STATE/LOCAL CONTACT:

Name: Jennifer Polenz
Phone: 402-393-4404
E-mail: jpolenz@sarpy.com

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: Jane Loeck
Jane Loeck, Administrative Officer

Date: 8/15/14

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: Jaime Galaindo
Jaime Galaindo, Chief Deputy U.S. Marshal

Date: 8-15-14

Departmental Representative - Acknowledgement:

Signature: Officer [Signature]

Date: 8-18-14

U.S. DEPARTMENT OF JUSTICE



Unified Financial Management System (UFMS)

Print Form

UFMS Instructions for completing UFMS Vendor Request Form

1. New Update Deactivate

Instructions on completing this form are on the second page. Fields outlined in "RED" are required.

2. Is the vendor required to register in CCR (Y/N)?*	Y	3. If not, what is the FAR exemption (i.e. Employee, Foreign vendor, etc):	
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*If the vendor is required to register in CCR, please have them do so before completing this form. CCR Registration exemptions can be found in FAR 4.1102. The assumption is that the CCR information is valid. If the information currently listed at CCR.gov or in UPMIS is incorrect, that the vendor should be contacted to be updated their CCR information.

If the vendor is not required to register, please complete all fields on this request.

USDOJ Component Information

4. Date of Request (MM/YY/DD)		5. Requesting Component:	U.S. Marshal Service (USMS)
6. Component Contact:	Kellie Strain	7. Office Phone No.:	402-221-4830
8. Purpose of Request	Up date vendor information		
9. UFMS Security Org:	Defaultorg	10. Vendor Type:	State and Local (SLG)
11. Component-Specific Justification:			
12. Payment Type:	Check	13. Prompt Pay Type:	Standard (STD)

Employee/Vendor/Payee Information

14. Vendor Name:	Sarpy County		
15. DUNS Number+4:	078008 018	16. EIN/SSN/TIN	47-6006504
17. Street Address:	1210 Golden Gate Drive		
18. City, State, Zip Code:	Papillion, NE 68046		
19. Country:	USA	20. E-mail Address:	jpolenz@sarpy.com
21. Vendor Phone No.: (including area code)	(402) 593-4404	22. Fax Number: (including area code)	(402) 593-
23. Contact Name: (Last, First, MI)	POLENZ, JENNIFER		24. NCIC Code:
25. Federal Government Agency Location Code (ALC)	F		

Financial Institution Information

26. Bank Name:	Pinnacle Bank		
27. Street Address:	1200 Golden Gate Drive		
28. City, State, Zip Code:	Papillion, NE 68046		
29. Country:	USA	30. Bank Phone No.:	402-339-3244
31. ABA Number:	104913912	32. Account Number:	09010710
33. Account Type:	Checking		

PRIVACY ACT STATEMENT: The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3323 and 31 CFR 210. This information will be used by the Treasury Department in receipt payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

WHERE TO SEND THIS FORM

Asset Forfeiture Division (AFD) third-party payment and equitable sharing vendor requests should be sent to the AFD (USMS) mailbox at AFD.ACHForms@usdoj.gov. All other vendor requests should be sent to the Marshals PSD Helpdesk at Marshals.PSDHelpDesk@usdoj.gov.

August 2013