

**U.S. MARSHALS SERVICE
DISTRICT OF SOUTH DAKOTA
BLACK HILLS JOINT FUGITIVE TASK FORCE**

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is entered into between the ^{Pennington} ~~Minnehaha~~ County Sheriff and the U.S. Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (PL 106-544, ss. 6, 12-19-2000, 114 Stat. 2718, 28 USC 566 note). The Presidential Threat Protection Act of 2000 provides that "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent fugitive apprehension task forces consisting of federal, state, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the U.S. Marshals Service, for the purpose of locating and apprehending fugitives."


The purpose of this MOU is to distribute federal funds to the Pennington County Sheriff in support of the ~~Sioux Falls~~ ^{Black Hills} Area Joint Fugitive Task Force.

1. **Period of Performance:** This MOU may be renewed annually based upon written notification from the USMS, on or about October 1 of each new fiscal year and subject to the availability of funds. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Chief Deputy U.S. Marshal.
2. **Reimbursement:** The USMS receives Asset Forfeiture funding for 1) overtime incurred by local investigators who provide full time support to USMS district fugitive task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for local investigators in direct support of USMS district task forces. The USMS shall reimburse the Pennington County Sheriff for expenses incurred up to the amount of funding provided by USMS and depending upon which category of funding is provided.

Reimbursement of overtime shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more than \$15,572 per year. Reimbursement for all types of expenses as defined above shall be contingent upon the submission of a proper invoice which shall be submitted on a quarterly basis to the Chief Deputy U.S. Marshal. Invoices for overtime shall include the names of the investigators, the number of overtime hours incurred, the hourly regular and overtime rates for each investigator, and the total quarterly cost. Invoices for equipment supplies, training, fuel and vehicle lease shall provide supporting documentation including receipts.

Reimbursement to Pennington County by the USMS shall be made via electronic transfer of funds.

3. **Release of Liability:** Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.



DON HOLLOWAY
PENNINGTON COUNTY SHERIFF

9/15/2008
Date



WARREN D. ANDERSON
UNITED STATES MARSHAL

9-15-08
Date

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