



Tentative Agenda

**Board of Aldermen Work Session Meeting
City of St. Peters Justice Center
1020 Grand Teton Drive, St. Peters, MO 63376
August 27, 2026, at 4:00 PM**

- A. Call to Order - Board President Kuppler
- B. Roll Call
- C. Executive Session Re: Litigation and Security, Pursuant to Sections 610.021(1)(19)(20) & 610.022 (1-6)
- D. Communications from Board Members/Aldermanic Representatives
- E. Board of Aldermen Unfinished Business Items
- F. Board of Aldermen New Business Items
- G. Mayor and City Administrator Unfinished Business Items
 - 1. GRG Millwood Crossing Realignment Recommendation - Emrick
- H. Mayor and City Administrator New Business Items
 - 1. Streets Department Flooring Refurbishment Recommendation - Sargent
 - 2. St. Charles County Police Department Fugitive Task Force Recommendation - Ramirez
 - 3. United States Marshal Service Task Force Recommendation - Ramirez
- I. Miscellaneous Updates - Malach
 - 1. Police Department Year-End Report - Ramirez
 - 2. Jungs Station Road Resurfacing Recommendation - Sargent
- J. Board Meeting Agenda Item Revisions - Malach
- K. Executive Session Re: Litigation, Real Estate, Personnel, and Security pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14)(18)(19)(20) & 610.022 (1-6)
- L. Adjournment

Agenda Posted at City Hall: August 24, 2026, at 9:00 a.m.
By: L. Schroeder, City Clerk

Next Work Session: September 10, 2026

The meeting is available for viewing at www.sptvnow.net



Request for Board Action

To: Board of Aldermen

From: DANIEL EMRICK, Group Manager

Work Session Meeting Date: August 27, 2026

Proposed Board of Aldermen Meeting Date: 8/27/2026

Ward(s): 1, 2, 3, 4

Brief Description: GRG Millwood Crossing Realignment Recommendation - Emrick

Staff: Recommended

Summary/Explanation:

As part of ongoing improvements to the Spencer Creek Trail between McClay Road and Mexico Road/Ollie's Fun Forest, GRG has agreed to contribute \$150,000 to this \$361,656 renovation project to realign the trail across Millwood Drive in the Tanglewood Subdivision.

Budget Impact:

\$361,656 - Total Project Cost

\$150,000 - Funded by GRG

\$211,656 - Funded by LPSW

Attachments:

1. Bid Tab - 26-180 - Centennial Greenway Millwood Drive Trail Crossing Roadway Improvements (PDF)

26-180 - Centennial Greenway Millwood Drive Trail Crossing Roadway Improvements

Bid Opening 2:00 PM, August 13, 2026

All Bids are subject to correction after bids have been completely reviewed



R.V. Wagner, Inc.
4712 Green Park Road
St. Louis, MO 63123
314-458-8987
jjordan@rvwagner.com

Item	Description	Qty	Unit	Unit Cost	Cost
1	CLASS "A" EXCAVATION	151	CY	\$200.00	\$30,200.00
2	COMPACTING EMBANKMENT	89	CY	\$158.00	\$14,062.00
3	CLEARING AND GRUBBING	1	LS	\$16,500.00	\$16,500.00
4	REMOVAL OF IMPROVEMENTS	1	LS	\$14,000.00	\$14,000.00
5	CONCRETE MEDIAN BARRIER TYPE "A"	93	LF	\$518.00	\$48,174.00
6	FURNISHING MODOT TYPE 2 ROCK BLANKET	29	CY	\$87.00	\$2,523.00
7	PLACING MODOT TYPE 2 ROCK BLANKET	29	CY	\$198.00	\$5,742.00
8	STANDARD TRAFFIC CONTROL DEVICES	1	LS	\$2,750.00	\$2,750.00
9	LEDGE STONE BANK REINFORCEMENT	19	CY	\$1,717.00	\$32,623.00
10	MOBILIZATION	1	LS	\$13,750.00	\$13,750.00
11	CONTRACTOR FURNISHED STAKING AND SURVEYING	1	LS	\$3,850.00	\$3,850.00
12	SILT FENCE	123	LF	\$17.00	\$2,091.00
13	MULCHING	1	LS	\$1,238.00	\$1,238.00
14	CHAIN LINK FENCE (48")	44	LF	\$149.00	\$6,556.00
15	DECORATIVE FENCE	67	LF	\$215.00	\$14,405.00
16	PRECAST MODULAR RETAINING WALL	429	SF	\$108.00	\$46,332.00
17	CLASS "B-1" CONCRETE (RETAINING WALLS)	15.2	CY	\$6,850.00	\$104,120.00
18	REINFORCING STEEL (EPOXY COATED)	1,370	LB	\$2.00	\$2,740.00
Base Bid Total – Items 1-18				\$361,656.00	



Request for Board Action

To: Board of Aldermen

From: LIANE SARGENT, Group Manager

Work Session Meeting Date: August 27, 2026

Proposed Board of Aldermen Meeting Date: 9/10/2026

Ward(s):

Brief Description: Streets Department Flooring Refurbishment Recommendation - Sargent

Staff: Recommended

Summary/Explanation:

An ordinance authorizing the City Administrator to enter into a contract to construct the Streets Department Flooring Refurbishment project. Please see the attached recommendation memo dated August 18, 2026.

Budget Impact:

The FY26 project budget is \$80,000.00 for this work and is included in the Streets Maintenance – Repair & Maintenance - Building account within the Transportation Trust Fund. The additional \$19,716.26 is recommended to come from unused funds from Streets Maintenance - R&M – Retaining Walls, R&M – Bridge, and R&M – Guard Rails accounts within the Transportation Trust Fund.

Attachments:

1. Bid Recommendation - 26-175 Streets Department Flooring Refurbishment



INTEROFFICE MEMORANDUM

TO: LIANE SARGENT, MANAGER/TDS
FROM: JOSEPH JACOBI, PROJECT MANAGER
SUBJECT: BID RECOMMENDATION – 26-175- STREETS DEPARTMENT FLOORING REFURBISHMENT
DATE: AUGUST 18, 2026
CC: AMANDA RICH, DIRECTOR OF TRANSPORTATION

Recommendation: I recommend bid 26-175- Streets Department Flooring Refurbishment be awarded to the sole, responsive and responsible bidder, Stonhard, Division of StonCor Group, Inc. of Maple Shade, New Jersey. Approval of this recommendation will authorize the award of a contract, including Base Bid items 1-4, bid alternative (item 6) and all Contingent Unit Cost items, in the initial amount of \$99,716.26.

The FY26 project budget is \$80,000.00 for this work and is included in the Streets Maintenance – Repair & Maintenance - Building account within the Transportation Trust Fund. The additional \$19,716.26 is recommended to come from unused funds from Streets Maintenance - R&M – Retaining Walls, R&M – Bridge, and R&M – Guard Rails accounts within the Transportation Trust Fund.

Background: On August 7, 2026, one (1) bid was received and opened for 26-175- Streets Department Flooring Refurbishment. The base bid consists of the removal of improvements, surface preparation, crack, chip and spall repair and placement of epoxy flooring system on 5,191 square feet of existing concrete floor. The bid alternative includes preparation and placement of integral epoxy cove base. The bid proposal includes unit cost contingency line items to be used, if needed, to properly complete the placement of the epoxy flooring system.

Stonhard, Div. of StonCor Group, Inc submitted the sole, responsive bid of \$99,716.26. Below is a summary of the bid received:

Bidder	Base Bid	Bid Alternative	Total
Stonhard, div. of StonCor Group, Inc. Maple Shade, New Jersey	\$80,460.50	\$19,255.76	\$99,716.26



Request for Board Action

To: Board of Aldermen

From: Andrew Ramirez, Group Manager

Work Session Meeting Date: August 27, 2026

Proposed Board of Aldermen Meeting Date: 9/10/2026

Ward(s):

Brief Description: St. Charles County Police Department Fugitive Task Force Recommendation
- Ramirez

Staff:

Summary/Explanation:

Staff recommends that the City participate in the St. Charles County Fugitive Apprehension Unit through the assignment of one St. Peters Police Officer. The Unit focuses on locating and apprehending offenders who have warrants for serious crimes, primarily when the warrant originates from the St. Charles County Circuit Court or the individual resides in or is believed to be located within St. Charles County. The Unit may occasionally assist with the apprehension of individuals outside of St. Charles County who have warrants for serious offenses.

The Police Department will utilize one existing officer for this assignment, and no additional staffing is being requested.

The agreement with St. Charles County has been reviewed by the City Attorney.

Budget Impact:

Salary and Benfits of the assigned officer.

Attachments:

1. Fugitive Unit Draft Ordinance
2. St. Charles County Fugitive Unit Agreement

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY OF ST. PETERS TO PARTICIPATE IN THE ST. CHARLES COUNTY POLICE DEPARTMENT FUGITIVE APPREHENSION UNIT.

WHEREAS, the City operates a Municipal Police Department, known as the City of St. Peters Police Department (the “Department”), that is overseen by the Chief of Police of the Department (the “Chief of Police”); and

WHEREAS, the St. Charles County Police Department has established and currently operates a Fugitive Apprehension Unit (the “Unit”) for the purpose of locating and apprehending individuals who have warrants for serious crimes; and

WHEREAS, the Board of Aldermen recognizes that the apprehension of individuals who have warrants for serious crimes is an important public safety function that helps protect residents and the community from individuals who may present a risk to public safety; and

WHEREAS, the timely apprehension of individuals who have warrants for serious crimes is important not only to public safety, but also to ensuring that criminal cases can move forward through the judicial process; and

WHEREAS, participation in the Unit will enhance cooperation among law enforcement agencies in locating and apprehending individuals who have warrants for serious crimes; and

WHEREAS, the Board of Aldermen finds that participation in the Unit is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

Section1. - The City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute an agreement with St. Charles County for the City’s participation in the Unit.

Section2. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section 3. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

No.

Section 4. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 10th day of September, 2026

Len Pagano, As Presiding Officer and as
Mayor

Attest: _____
Lisa L. Schroeder, City Clerk

No.

ATTACHMENT A

[Attach Agreement]

DRAFT

No.

MEMORANDUM OF UNDERSTANDING
ST. CHARLES COUNTY POLICE DEPARTMENT
AND ST. PETERS POLICE DEPARTMENT

This Agreement is made between St. Charles County on behalf of its Police Department (“County”) and City of St. Peters on behalf of its Police Department (“City”) (collectively the “Parties”). In consideration of the promises contained in this Agreement and other valuable consideration, the parties agree as follows:

WHEREAS, County operates a Fugitive Unit for the purpose of locating, apprehending, and assisting in the prosecution of individuals with outstanding felony and misdemeanor warrants within the County and surrounding jurisdictions; and

WHEREAS, City maintains a duly authorized and sworn police department whose officers are trained and certified in accordance with applicable state law to perform law enforcement duties; and

WHEREAS, the Parties share a mutual interest in enhancing public safety and improving the effectiveness of fugitive apprehension efforts through intergovernmental cooperation; and

WHEREAS, City desires to temporarily assign one of its sworn police officers to serve with the County Fugitive Unit, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties intend that the City officer will perform Fugitive Unit duties under the operational direction of County while retaining all employment status, compensation, and benefits provided by City, except as otherwise expressly stated herein; and

WHEREAS, Sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to enter into intergovernmental cooperation agreements for law enforcement purposes; and

WHEREAS, County is authorized to enter into this Agreement pursuant to County’s Ordinance No. _____; and

WHEREAS, City is authorized to enter into this Agreement pursuant to City’s Ordinance No. _____.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

- I. Overview.** City agrees to assign one (1) full time sworn police officer to the County Fugitive Unit (the “Officer”).

The Officer shall be a full-time employee of City and shall have been selected by City. Participation in this program is voluntary; the Officer remains an employee of City and is compensated by City during their assignment.

If the Officer is acceptable to the County Chief of Police, the County Chief of Police will select and appoint the Officer as a full Fugitive Unit member. The County Chief of Police shall have the authority to revoke such appointment at any time, with or without cause.

The Officer shall agree to supervision by and cooperation with the Commander and any supervisory personnel of the County Fugitive Unit in the conduct of his or her office and shall agree to cooperate with the other officers and members of the County Fugitive Unit in the performance of duties and fulfillment of the purposes of the County Fugitive Unit.

The Officer, while assigned to the County Fugitive Unit, shall abide by the County Police Department's Use of Force policy, Investigating Officer-Involved Shooting policy, and Vehicle Pursuit policies as well as its training and call-out procedures. Those policies are incorporated herein by reference and may be amended by the County Chief of Police from time to time

II. Financial Matters and Liability.

- A.** City is responsible for Officer's pay and benefits, including off duty call-out compensation and worker's compensation coverage.
- B.** Minimum Limits of Insurance. Each party shall maintain a commercial general liability insurance policy for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo 2000, as amended.
- C.** The insurance policy shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.
- D.** Notwithstanding anything herein to the contrary, the parties hereby agree that nothing contained in this Agreement shall act as a waiver of either City's or

County's sovereign immunity; moreover, it is the express intent of the parties to maintain to the fullest extent possible, the application and preservation of sovereign immunity and any and all related or corresponding defenses.

E. Indemnification.

1. Claims Arising From Fugitive Unit Actions. To the extent allowed by law, the County does hereby release and agree to indemnify, defend and hold harmless City from and against any and all third-party losses, damages, liabilities of any kind, or causes of action, arising from (i) the activities, conduct and actions of the Fugitive Unit during a Fugitive Unit operation, including without limitation property damage or injury to, or death of persons; and (ii) County's failure to perform or the negligent performance of any of its duties or obligations under this Agreement.
2. Limitations. Notwithstanding any other provision of this Agreement, the County reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its County employees as set forth in § 105.010 of the Ordinances of St. Charles County, Missouri, as may be amended from time to time, except that § 105.010.A.7 of the Ordinances of St. Charles County, Missouri shall not apply to City.

F. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to any party to this Agreement of a claim by a third party relating to a Fugitive Unit operation, the notified party shall promptly report said claim to the County Counselor's Office. The County Counselor or designee shall have the primary responsibility to conduct an initial investigation of said claim.

G. Any person or political subdivision seeking the benefit of indemnification and/or defense from the County pursuant to this Agreement shall cooperate with the attorneys conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence, attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.

H. Release of claims for workers' compensation liability. Each party to this Agreement accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for members of the Fugitive Unit.

These principles and policies are hereby understood and agreed upon by City.

This Agreement shall be in effect from the date last written below through December 31st of the year first agreed. This Agreement may be terminated at any time by either party, for any reason, upon ten (10) days' prior written notice to the other party at the address written below. This

whereof, I have set my hand and affixed my official seal in the County and State this day and year first above written.

Notary Public

My Commission Expires: _____



Request for Board Action

To: Board of Aldermen

From:

Work Session Meeting Date: August 27, 2026

Proposed Board of Aldermen Meeting Date: 9/10/2026

Ward(s):

Brief Description: United States Marshal Service Task Force Recommendation - Ramirez

Staff: Recommended

Summary/Explanation:

Staff recommends that the City participate in the United States Marshals Service Western District of Missouri Violent Offender Task Force. The agreement will allow designated St. Peters Police Officers to be federally deputized as Task Force Officers (TFOs) with the United States Marshals Service.

Participation will serve two purposes. First, designated St. Peters Police K-9 teams will be eligible to participate in USMS Task Force operations while off duty. When utilized for these operations, the United States Marshals Service will reimburse the City for the associated overtime costs.

Second, the St. Peters Police Officer assigned to the St. Charles County Police Department Fugitive Apprehension Unit will be federally deputized as a TFO to support the officer's participation in USMS Task Force operations and regional fugitive apprehension efforts.

No additional staffing is being requested. Existing Police Department personnel will be utilized for both components of the City's participation.

The City Attorney has reviewed the necessary documents related to the City's participation.

Budget Impact:

K9 Officer overtime expenses will be reimbursed to the City.

Attachments:

1. US Marshals TFO Draft Ordinance
2. MOU Marshals St. Peters
3. BWCAddendum

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY OF ST. PETERS TO PARTICIPATE IN THE UNITED STATES MARSHALS SERVICE WESTERN VIOLENT FUGITIVE TASK FORCE.

WHEREAS, the City operates a Municipal Police Department, known as the City of St. Peters Police Department (the “Department”), that is overseen by the Chief of Police of the Department (the “Chief of Police”); and

WHEREAS, the United States Marshals Service operates the Western Violent Fugitive Task Force (the “Task Force”) to facilitate cooperation among federal, state, and local law enforcement agencies in the identification, location, apprehension, and prosecution of violent fugitives and other persons wanted for serious criminal offenses; and

WHEREAS, the Board of Aldermen recognizes that the apprehension of individuals who have warrants for serious crimes is an important public safety function that helps protect residents and the community from individuals who may present a risk to public safety; and

WHEREAS, participation in the Task Force provides local law enforcement agencies access to additional federal law enforcement resources and enhances cooperation and information sharing among participating agencies; and

WHEREAS, participation will allow designated members of the St. Peters Police Department to be deputized as Task Force Officers with the United States Marshals Service and participate in authorized Task Force operations; and

WHEREAS, participation in the Task Force will enhance the Police Department's ability to work cooperatively with federal, state, and local law enforcement partners in locating and apprehending violent fugitives and other wanted persons; and

WHEREAS, the Board of Aldermen finds that participation in the United States Marshals Service Western Violent Offender Task Force is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

Section1. - The City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute an agreement and addendums for the City’s participation in the Task Force.

Section2. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section 3. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other

No.

respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 4. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 10th day of September, 2026

Len Pagano, As Presiding Officer and as
Mayor

Attest: _____
Lisa L. Schroeder, City Clerk

No.

ATTACHMENT A

[Attach Agreement]

DRAFT

No.

United States Marshals Service
Fugitive Task Force
Memorandum of Understanding
For Non-Federal Agencies

Rev. 08/2024

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the City of St. Peters, Missouri, 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, codified at 34 U.S.C. 41503, 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, "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 (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 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."), and 28 U.S.C. § 566(c) and (e)(1)(D) (USMS authorized to "assist State, local, and other Federal law enforcement agencies...in locating and recovering missing children" [566(e)(1)(A)]...and to... "command all necessary assistance to execute its duties" [566(c)]). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will

be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/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 RFTF/VOTF may also adopt felony violent crime arrest warrants non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. All members of the RFTF/VOTF, including Task Force Officers (TFO), when operating on task force missions are prohibited from seeking “no knock” warrants or making “no knock” entries unless done in compliance with USMS policy and the DOJ Deputy Attorney General memorandum, dated September 13, 2021, restricting “no knock” entries to specific scenarios. Participating agencies retain responsibility for the cases they refer to the RFTF/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, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency. Specially deputized task force officers are authorized to assist with USMS missing child recovery investigations undertaken by the USMS pursuant to the applicable USMS Policy Directive and Standard Operating Procedure.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/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 RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations 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.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial 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 the equivalent 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 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 RFTF/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 RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication 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.

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. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms. DUSMs and SDUSM task force officers involved in USMS missing child recovery investigations may only transport recovered missing children in USMS GOVs consistent with applicable USMS Policy Directives, SOPs, and current official guidance.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF.

Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, EVIDENCE, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF 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 RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing 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 that are deemed privileged

and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

In accordance with Department of Justice guidance, all firearms and fired cartridge casings seized as part of a Department-funded criminal investigation shall be promptly entered into the ATF's National Integrated Ballistic Information Network (NIBIN). If a partner agency seizes the firearm or fired cartridge casings, they shall process the seized items per their NIBIN agreement with the ATF. Partner agencies that do not have a NIBIN agreement with the ATF should request assistance from the ATF to accomplish NIBIN processing at an ATF Field Division or NIBIN lab site.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The

TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF 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 RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and 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. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, 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 task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO 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.

NO KNOCK ENTRIES: It is the policy of both the Department of Justice (DOJ) and the USMS to limit the use of “no knock” entries into residences in connection with the execution of arrest

and search warrants. This includes those warrants adopted by the USMS regardless of the issuing court or tribunal.

A per policy, "No knock" entries are limited to circumstances where there is an imminent threat of physical harm. This threshold is narrower than that permitted by law - for example, USMS personnel must "knock and announce" even when they have reason to believe that doing so could result in the destruction of evidence.

In the absence of a judicially-authorized "no knock" warrant, task force personnel operating on a task force mission may conduct a "no knock" entry only when there arises at the scene exigent circumstances such that knocking and announcing would create an imminent threat of physical violence which could result in serious injury or death to anyone present (i.e., law enforcement, the subject, the public, etc.).

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/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 and participant agencies.

All media inquiries and press releases related to missing child investigations will be handled in accordance with the applicable USMS Standard Operating Procedure and should only be done in conjunction with the lead investigative agency as part of the overall coordinated effort to locate and recover the missing child.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim

under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force:

UNITED STATES MARSHAL:

Print Name:

Signature:

Date:

RFTF COMMANDER (where applicable):

Print Name:

Signature:

Date:

PARTNER AGENCY:

Name:

Location (City, State):

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title:

Signature:

Date:

ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:

Print Name:

Signature:

Date:

Addendum to Fugitive Task Force Memorandum of Understanding
RE: Body-Worn Camera Use by Task Force Officers

This Addendum supplements the current Memorandum of Understanding (MOU) between the United States Marshals Service (USMS) and the

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(Hereinafter referred to as “Partner Agency” or “TFO parent agency”)

Pursuant to the “U.S. Marshals – Body Worn Camera Interim Policy,” dated May 17, 2022, and any successor USMS Body Worn Camera Policy Directive (hereinafter referred to as “USMS Policy”), the above-named Partner Agency has advised the USMS that it will require its Specially Deputized Task Force Officers (TFO) assigned to the USMS Task Force to use body worn cameras (BWCs). This Addendum governs that use.

The parties hereby agree to the following:

- I. The Partner Agency and their TFOs will be advised of and adhere to the USMS Policy, USMS’s Standard Operating Procedures for Body-Worn Camera Program for Task Force Officers, and other applicable federal and USMS policies, procedures, regulations, and laws.
- II. The Partner Agency confirms that within thirty (30) days of execution of this agreement, it will complete the Partner Agency BWC Checklist and provide to the USMS details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFOs’ use of BWCs, including any retention policies, and training and access procedures.
- III. TFOs will follow the provisions set forth in this agreement for use of BWCs. Absent an express conflict with state law or partner agency policy, the provisions in this agreement control TFO use of parent-agency issued BWCs on USMS task force operations.
- IV. Use of BWCs During USMS Task Force Operations:
 - A. TFOs may use **only** Partner Agency-issued and Partner Agency-owned BWCs.
 - B. TFOs will be allowed to wear and activate their BWCs for the purposes of recording their actions during USMS Task Force operations only during:
 1. A planned attempt to serve an arrest warrant or other planned arrest; or,
 2. The execution of a search warrant.

- a. For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.
- C. TFOs are authorized to activate their BWCs upon approaching a subject or premises and must deactivate their BWCs when the scene is secured as determined by the USMS Task Force Supervisor or Team Leader on the scene.
 1. For purposes of this agreement, the term “secured” means the scene is safe and under law enforcement control.
 2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement officer.
- D. Unless parent agency BWC policy and/or state law conflicts, TFOs are authorized to wear and activate recording equipment, in accordance with USMS Policy, anywhere they are authorized to operate under the scope of their USMS TFO deputization (to include on enforcement actions crossing jurisdictional boundaries). Where parent agency BWC policy and/or state law conflicts with the USMS activation and deactivation parameters, TFO’s will follow the provisions in Appendix A that identify how to properly mark sections of a recording to ensure that the USMS task force operation captured on footage is easily identifiable. This will prevent the ingestion of non-task force related footage into the USMS video retention solution and allow USMS to promptly respond to requests for BWC footage.
- E. In the event a TFOs’ BWC is not working or is inoperable due to a technical problem or cannot be used due to physical damage, the TFO may participate in the operation without using a BWC if that continued participation is consistent with the Partner Agency policy.
- F. Even when BWC use would be permissible in the circumstances set forth in Section IV, subsection B, above, TFOs are prohibited from recording:
 1. Undercover or covert personnel and locations;
 2. Confidential informants or confidential sources;
 3. On-scene witness interviews prior to or after the operation; or
 4. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- G. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, TFOs are prohibited from activating their BWC if, as determined by the USMS, the TFO is:

1. Using specialized or sensitive investigative techniques;
2. Operating as part of a highly specialized or sensitive operation or group;
3. Operating in a sensitive area; or
4. Working in an undercover or covert status on behalf of the USMS Task Force or the USMS itself

H. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, subject to the discretion of the USMS, TFOs generally shall not use BWCs to record any activities related to investigations involving:

1. Public Corruption;
2. Medical Facilities;
3. National Security (including international and domestic terrorism investigations or cases involving classified information); or
4. Other sensitive investigations as determined by the USMS.

V. Partner Agency Internal Controls:

- A. For purposes of this agreement, the term “TFO BWC recordings” refers to audio and video recording(s), and associated metadata, from TFO BWCs made while the TFO is working under federal authority, including when executing state and local warrants adopted by the USMS.
- B. The Partner Agency will provide and maintain central points-of-contact (POC), at a minimum two POCs, a primary and secondary, for the USMS on BWC matters. The Partner Agency will notify the USMS of any change to the POCs.
- C. The Partner Agency will notify the USMS of any change in state or local law or policy that will modify how TFOs must use BWCs and handle recordings.
- D. The Partner Agency will notify the USMS prior to making any change in agency policy that will affect the MOU Addendum or the storage, transfer, or redaction of TFO BWC recordings.
- E. The Partner Agency will provide specifications to USMS personnel on the BWC capabilities and operation.
- F. If applicable, the Partner Agency will restrict access to any TFO BWC GPS and/or livestream capability as required by the USMS.

VI. Handling of TFO BWC Recordings Made During USMS Task Force Operations:

- A. After a Task Force Operation, the TFO will upload any BWC footage into the Partner Agency’s video retention system (VRS) and share a copy of that footage

with the USMS. All copies of TFO BWC recordings made during federal Task Force Operations and shared with the USMS via the USMS VRS shall be deemed federal records of the DOJ/USMS pursuant to the Presidential and Federal Records Act Amendments of 2014 (Pub. L. No. 113-187, enacted November 26, 2014), and subject to federal disclosure rules and regulations, including the Freedom of Information Act (FOIA, 5 U.S.C. § 552) and Privacy Act of 1974. The original footage that remains in the custody of the Partner Agency shall not be disseminated by the TFO or TFO Partner Agency without advance written notification to the USMS of the intention to do so as soon as practicable

- B. The Partner Agency will provide full, unredacted, duplicate copies of TFO BWC recordings to the USMS for all activations that record data of USMS Task Force- related Operations. The existence of TFO BWC recordings relating to a USMS Task Force Operation must be recorded in the USMS authorized record system. Additionally, an unredacted copy of any recording to be released by the TFO Partner Agency shall be provided to the USMS prior to said release.
- C. The Partner Agency is authorized to use the original TFO BWC recordings for internal review of its personnel consistent with the Partner Agency's policies and procedures but may not disseminate the BWC recording outside the Partner Agency or publicly release the footage without advance written notification to the USMS. The Partner Agency's original TFO BWC recording is subject to the relevant state open records laws and state retention requirements.
- D. The Partner Agency will notify the USMS immediately of any unauthorized access to TFO BWC recordings discovered by the Partner Agency. The Partner Agency will cooperate fully with the USMS in the investigation of any unauthorized access to or disclosure of TFO BWC recordings, including providing the USMS with the name(s) of any Partner Agency personnel determined by the Partner Agency to be involved in unauthorized access, copying, or disclosure.
- E. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information. The premature disclosure of these recordings could reasonably be expected to interfere with enforcement proceedings. TFO BWC recordings may be potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination and therefore are deemed privileged, absent appropriate redaction prior to disclosure or dissemination. Further, BWC recordings may be entirely exempt from public release or other disclosure or dissemination under applicable federal and state laws, rules, and policy.
- F. If a TFO BWC recording involves a "reportable incident," as defined below, or involves another time-sensitive or urgent situation, the Partner Agency will provide the USMS access to copies on an expedited basis, including during non-business

hours.

1. For purposes of this provision, “reportable incident” means:
 - a. shooting incident;
 - b. any incident which involves serious bodily injury, death, or where any enforcement action by USMS personnel resulted in the use of force or deadly force;
 - c. physical assault or attempted physical assault on a Law Enforcement Officer; and
 - d. intentional damage to any facility, conveyance, or other property owned by USMS.
- G. The Partner Agency will provide witnesses, as needed, to authenticate TFO recordings in litigation.
- H. The Partner Agency will inform the USMS of the length of time TFO BWC recordings will be retained by the Partner Agency before deletion.
- I. The Partner Agency will notify the USMS in writing as soon as possible regarding any request or demand for release or disclosure of TFO BWC recordings. In all circumstances, TFO BWC recordings may only be disseminated in accordance with the requirements contained within this MOU addendum.
- J. Expedited Public Release: If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFOs’ Partner Agency shall notify the USMS as early as possible if it desires to publicly release the recording(s). Following the notification, the TFO’s Partner Agency may immediately release the recording(s) with any redactions as appropriate, giving as much advance notice as possible to the USMS as to the time and manner of its release. The USMS will expeditiously review the recording(s) as soon as practical.
 1. The notification to the USMS shall be made to the local United States Marshal or the Regional Fugitive Task Force (RFTF) Commander which supervises the Task Force on which the TFO serves. Additionally, those personnel will notify the Assistant Director (AD) of the USMS Investigative Operations Division (IOD). The local U.S. Marshal and/or RFTF Commander and AD, IOD will provide further notifications within the USMS as appropriate.
- K. An USMS enforcement action or incident may require additional support from law enforcement officers with the Partner Agency. In the event those assisting law enforcement officers have BWCs, any captured video from

those cameras will be made available by the Partner Agency to the USMS upon request.

- VII. The USMS will ensure that all USMS Task Force partner agencies are informed of which other partner agencies, if any, mandate BWC use by their respective TFOs and are authorized to have their TFOs wear BWCs on the USMS Task Force.
- VIII. If the Partner Agency fails to comply with any part of this Addendum, the relationship established under the Task Force Memorandum of Understanding may be immediately terminated.

Note: Signed Addendum MUST be submitted to the Investigative Operations Division with other required documentation to obtain authorization for participation in the TFO BWC Program prior to TFOs deploying with BWCs on USMS operations. The executed Addendum should be retained locally with the executed USMS Fugitive Task Force MOU.

Digital signatures are preferred

PARTNER AGENCY:

Name: _____

Phone: _____

Location (City and State): _____

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: _____

Signature: _____

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ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

Date: _____

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

INFORMATION ONLY

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

Date: _____

UNITED STATES MARSHAL:

Print Name and Title: _____

District: _____

Signature: _____

Date: _____

INFORMATION ONLY

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