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Description of document: **US Department of Justice US Marshals Service (USMS) Memoranda of Understanding (MOU) with the Federal Bureau of Prisons (BOP), the US Secret Service Forensic Services Division (USSS), and the Defense Criminal Investigative Service (DCIS), various dates**

Released date: 28-November-2008

Posted date: 24-December-2008

Titles of Documents: See following page

Source of document: FOIA/PA Officer
Office of General Counsel
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Washington, DC 20530-1000
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Titles of Documents

- Memorandum of Understanding between the Federal Bureau of Investigation, the United States Marshals Service and the Federal Bureau of Prisons on Violations of the Federal Escape and Rescue Statute, June 1994
- Memorandum of Understanding (MOU) Between the United States Marshals Service and the Federal Bureau of Prisons Regarding the Support of United States Prisoners, (undated)
- Memorandum of Understanding between U. S. Secret Service Forensic Services Division and U. S. Marshals Service for Forensic Assistance, July 1997
- Memorandum of Understanding between the United States Marshals Service and the Defense Criminal Investigative Service regarding the Reporting of and Apprehension of Fugitives, (undated)



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

RECEIVED
GENERAL COUNSEL
08 DEC 11 PM 12:14

Washington, DC 20530-1000

November 28, 2008

RE: Freedom of Information Act (FOIA) Request No. 2002USMS3362

Reference is made to your request to the United States Marshals Service (USMS) for a copy of the Memoranda of Understanding (MOUs) marked by an asterisk on the Memoranda of Understanding printout attached to your request.

The USMS has been informed that the Department of Health and Human Services has responded directly to you. Pursuant to your request, the USMS is releasing to you Memoranda of Understanding with the Federal Bureau of Prisons (BOP), the U.S. Secret Service Forensic Services Division (USSS), and the Department of Defense Criminal Investigative Service, consisting of 21 pages of documents. The BOP is withholding internal information pursuant to exemption 2 and the USSS is withholding the signature of an employee pursuant to exemptions 6 and 7(C) of the Freedom of Information Act, 5 U.S.C. 552(b). A copy of these 21 pages of documents are enclosed.

Exemption 2 allows an agency to withhold matter related solely to internal personnel rules and practices. Exemption 6 allows an agency to withhold records, the disclosure of which would constitute an unwarranted invasion of personal privacy. Exemption 7(C) allows an agency to withhold records or information compiled for law enforcement purposes, to the extent that disclosure could reasonably be expected to constitute an unwarranted invasion of personal privacy.

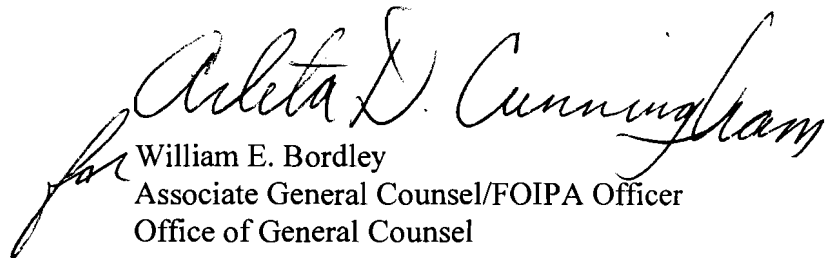
The USMS will correspond with you again regarding the accessibility of additional MOU's.

Page Two

If you are dissatisfied with the action on this request, you may appeal **BOP's** partial denial within 60 days of the date of this letter by writing to the Director, Office of Information and Privacy, United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, D.C. 20530-0001; and **USSS's** partial denial by writing to Information Appeal, Deputy Director, USSS, 245 Murray Drive, Building 410, Washington, DC 20223.. Both the letter and the envelope should be clearly marked "Freedom of Information/Privacy Act Appeal." In the event you are dissatisfied with the results of any such appeal, judicial review will thereafter be available to you in the United States District Court for the judicial district in which you reside or have your principal place of business, or in the District of Columbia.

If you have any questions, please contact Arleta D. Cunningham at (202) 307-9052 or the FOIA Service Center at (202) 307-9054.

Sincerely,


for William E. Bordley
Associate General Counsel/FOIPA Officer
Office of General Counsel

Enclosures

MEMORANDUM OF UNDERSTANDING BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION,
THE UNITED STATES MARSHALS SERVICE AND
THE FEDERAL BUREAU OF PRISONS
ON VIOLATIONS OF THE FEDERAL ESCAPE AND RESCUE STATUTE

I. PURPOSE: This Memorandum of Understanding (MOU) between the Federal Bureau of Investigation, hereinafter referred to as the FBI, the United States Marshals Service, hereinafter referred to as the USMS, and the Federal Bureau of Prisons, hereinafter referred to as the BOP, sets forth the responsibilities of each agency with regard to the apprehensions and investigations under the Federal Escape and Rescue Statutes (18 USC Sections 751 through 757).

II. GOALS: It is mutually agreed that a MOU should be established on the Federal Escape and Rescue Statute to ensure an effective and efficient Federal response to escape incidents and to clarify Section D of the 1988 Attorney General "Policy on Fugitive Apprehension in Federal Bureau of Investigation and Drug Enforcement Administration Cases."

It is mutually agreed that each participant in this MOU will coordinate, as appropriate, and fully share information and the fruits of their respective investigations to assist each in fulfilling its own mission and responsibilities concerning violations of the Federal Escape and Rescue Statute.

III. IMPLEMENTATION: The FBI, the USMS, and the BOP will develop and exchange such additional instructions and operating procedures as are deemed necessary to the continued implementation of this MOU with the goal of a coordinated, efficient, and effective interagency response to escape violations.

In accordance with the terms of this MOU, in those locations in which a Federal correctional institution is situated, a single operational plan will be prepared by the three agencies which will address those issues unique to that location regarding resources, manpower, notification, etc. It will be prepared by and for the benefit of the affected personnel in each location who will be directly involved in any situation covered by this MOU. This operational plan will in no way circumvent or oppose the letter and spirit of this MOU.

IV. RESPONSIBILITIES:

Federal Bureau of Investigation:

OIP
& FBI
will
make
deter-
mination

OIP
+ FBI
will
make
deter-
mination

United States Marshals Service:

A. Pursuant to 28 C.F.R. 0.111(q), which delegates to the USMS the power and authority vested in the Attorney General to conduct and investigate fugitive matters, domestic and foreign, involving escaped federal prisoners, the USMS will maintain investigative jurisdiction for all violations of the Federal Escape and Rescue Statute (18 U.S.C. Sections 751-757).

It is therefore understood that the USMS shall:

1. The USMS and the FBI agree that the FBI will have investigative and apprehension responsibility with regard to violations of the Federal Escape and Rescue Statute involving subjects of FBI investigations, up to and including the time of sentencing, or persons who are the subject of or were members of an organization which is the subject of an existing FBI National Security, Organized Crime or Terrorism investigation.

2. If the USMS's investigation reveals a possible escape conspiracy or systemic corruption on the part of Federal personnel, concerning a Federal Penal Institution or an FBI subject, that information will be shared with the FBI for their investigation of the conspiracy or irregularities matter.

3. The USMS will have investigative and apprehension responsibility for all violations of the Federal Escape and Rescue Statute within/from state, county or city (contract) facilities in all cases other than presentenced FBI prisoners. In the event of a violation of the Escape and Rescue Statute within/from a state, county or city (contract) facility, the facility will immediately notify the USMS. The USMS will then notify the FBI if the escape or attempted escape involved a presentenced FBI prisoner or if the incident involves riotous behavior, hostage taking or loss of life.

4. Inasmuch as the USMS and the FBI agree that a full sharing of information and the fruits of investigations benefit each agency in fulfilling its missions and responsibilities, the USMS and FBI will coordinate and bring to bear the two agencies' combined expertise and investigative resources upon escaped Federal prisoners and their conspirators.

Bureau of Prisons:

A. The BOP will have investigative responsibility for all escape issues until the agency (FBI or USMS), having been notified in accordance with provisions set forth in this agreement, has arrived on site and is prepared to assume the investigative role.

B. In that the BOP will ordinarily be the agency which will first discover indications of an escape conspiracy or actual escape event, the BOP recognizes the obligation to take initial steps to manage the crime scene appropriately and to make immediate notifications to the agency assuming the lead investigative role.

It is therefore understood that the BOP shall:

1. Take immediate steps to preserve the crime scene, as well as any related audit trails, record systems, and other forms of evidence as appropriate. Upon on-site arrival of representatives of the agency assuming jurisdiction, the BOP will assume a joint-jurisdiction supporting role, and provide full access to the crime scene and all related evidence and records systems. In the event the designated agency cannot immediately respond, a mutual agreement will be sought regarding the full processing and release of the crime scene by BOP investigative staff.

2. In the event of an actual escape, or suspected escape, the BOP will (b) (2) (b)(2)

(b) (2)

(b)(2)

BOP

3. In those cases where an escape conspiracy is identified by BOP staff, prompt notification shall be made to the FBI, and a joint-investigative plan shall be developed, with the

FBI assuming lead role as appropriate. BOP investigative staff shall provide full access to evidence, record systems, and audit trails as appropriate to facilitate the investigative process.

4. In all escape investigations that involve inmate telephone monitoring tapes, investigative access shall be provided in strict accordance with procedures established by the Department of Justice, Office of Enforcement Operations, as implemented by BOP policy.

V. PROTOCOL: It is agreed that the contents of this MOU will be provided to all agencies involved in this agreement, as well as the Executive Office of the United States Attorney, so as to fully coordinate notification procedures, points of contact to facilitate liaison, crime-scene management procedures, and development of the criminal investigation.

VI. STANDARD PROCEDURES:

A. Initial Notification

1. The BOP will immediately notify the FBI in the event of any incident involving a violation of the Federal Escape and Rescue Statute.

2. The FBI will immediately notify the USMS of any escape from a Federal facility, pursuant to the USMS' apprehension responsibilities as stated in this MOU. The FBI will coordinate, as appropriate, with the USMS and BOP pursuant to this MOU.

3. The USMS will immediately advise the nearest FBI office of escape incidents involving non-Federal penal institutions where the escapee is an FBI subject or aggravated circumstances exist as described in USMS paragraph 3.

B. Point of Contact

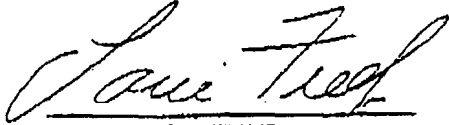
1. The USMS, FBI, and the BOP shall each designate a point of contact to facilitate liaison and implementation of this MOU.

2. Points of contact will be established with other involved Federal agencies where appropriate.

VII. TERMS OF AGREEMENT:

This MOU will take effect immediately upon signature of all parties.

For the Federal Bureau of Investigation:



LOUIS J. FREEH
Director

June 24, 1994
Date

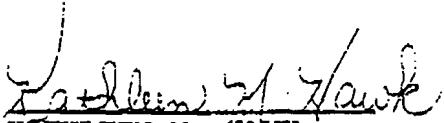
For the United States Marshals Service:



EDUARDO GONZALEZ
Director

6/24/94
Date

For the Federal Bureau of Prisons:



KATHLEEN M. HAWK
Director

6-24-94
Date

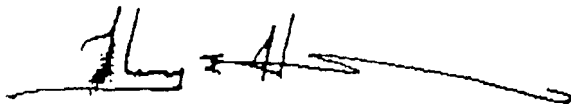
Memorandum of Understanding (MOU) Between the
United States Marshals Service and the
Federal Bureau of Prisons Regarding the
Support of United States Prisoners

This memorandum of understanding (MOU) defines Federal Bureau of Prisons (BOP) and U.S. Marshals Service (USMS) fiscal and operational responsibilities for unsentenced and sentenced prisoners in nonfederal contract facilities and for USMS prisoners in BOPs' facilities.

Both organizations shall respect the mission and responsibilities of the other. Each organization shall be conscious of the prisoner population demands upon the other and both shall work together to alleviate these pressures.

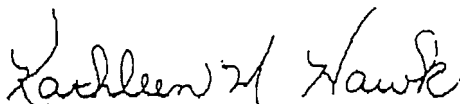
When issues not covered in this memorandum arise, or if ~~provisions contained herein are found to need further~~ clarification, the issues shall be subject to negotiation and resolution between the USMS and the BOP. The Deputy Attorney General or his designee shall receive copies of final modifications or additions to this memorandum. Should negotiation fail to resolve issues to the satisfaction of either party, the Deputy Attorney General, or designate, shall arbitrate the matter and render a final decision.

The specifics of the agreement are presented in three parts: Definitions, Fiscal Responsibilities, and Operational Responsibilities.



Henry E. Hudson, Director
United States Marshals Service

DATE: 10-15-93



Kathleen M. Hawk, Director
Federal Bureau of Prisons

DATE: 10-14-93

I. PRISONER DEFINITIONS

1. The U.S. Marshals Service (USMS) is generally responsible for individuals remanded to the custody of the United States Marshal by the Federal Courts until such time as the prisoner is sentenced and a Judgement and Commitment (J&C) is provided to the Bureau of Prisons (BOP) and the prisoner has been transported and delivered to the designated BOP facility. However, USMS prisoners housed in BOP MCCs or MDCs prior to and at the time of sentencing (not those at other BOP detention facilities), shall become the responsibility of the BOP immediately upon final sentencing on all charges. In cases where the prisoner is not removed to the designated facility within 30 days of designation, the prisoner reverts to the responsibility of the USMS.
2. The BOP is generally responsible for prisoners who are sentenced with a J&C and transported and delivered to the designated BOP facility.
3. Also considered to be USMS prisoners are those committed and delivered to BOP facilities under Title 18 USC 4241 through 4242 (see related provisions II.A.10).
4. Also considered to be BOP prisoners are those committed and delivered to BOP facilities under 18 USC 3552(b), and Title 18 USC 4243 through 4247.
5. The USMS is responsible for Parole Violators and Mandatory Release Violators housed in a contract jail for the first 30 days after USMS assumes custody. The BOP assumes responsibility for all expenses for these prisoners on the 31st day thereafter. The BOP is also responsible for all expenses for Parole Violators and Mandatory Release Violators held in any BOP facilities from the date of commitment by the USMS.
6. The USMS is responsible for all expenses for inmates committed to a contract jail or a BOP facility pursuant to a Writ of Habeas Corpus and proper requests made by U.S. Attorneys (when local) to resolve a new or pending criminal charge or for civil proceedings or as a material witness, until released by the federal court or returned to the designated institution.

7. The USMS is also responsible for state prisoners that are being transported and housed pursuant to a cooperative transportation agreement executed between the USMS and the respective state/local agency.

II. FISCAL RESPONSIBILITIES

1. The USMS is generally responsible for all expenses (care and custody, including medical and guard services) for USMS prisoners held in contract jails as defined above. It is also responsible for community medical and guard services for USMS prisoners housed in BOP facilities.
2. Persons detained under the Immigration laws of the United States for whom care and custody remains the fiscal and operational responsibility of the Immigration and Naturalization Service (INS) are excluded from this Agreement.
3. The BOP is generally responsible for all expenses (care and custody, including related medical and guard services) for BOP prisoners held in either contract or BOP facilities as defined above. The BOP is responsible for all in-house medical care provided to USMS prisoners housed in BOP facilities.
4. As inmate medical care cost containment remains a major priority for the USMS and BOP, the two agencies have agreed to work closely together to reduce health care costs. The agencies will develop joint pilot projects at selected institutions which house USMS prisoners. These pilot projects will focus on reducing health care costs through sharing arrangements, joint contracts, and other methods designed to contain medical costs.
5. For those USMS/BOP areas of responsibility not affected by the medical care cost containment initiative discussed above, the following day to day field operating instructions are provided to clarify the general statements above:

A. U.S. MARSHALS SERVICE

1. All expenses of USMS prisoners held in contract jails.

2. Community hospital expenses, guard services and consultant medical fees, for medical services outside the institution, for USMS prisoners housed in BOP facilities.
3. If the court sentences an inmate to time served before the inmate has been designated or transferred to a BOP institution, the financial responsibility remains with the USMS.
4. Lodging costs for prisoners held in contract jails during transport by the National Prisoner Transportation System (NPTS). However, medical and guard costs for BOP prisoners in the NPTS system will be paid by BOP.
5. All expenses of inmates committed to a contract jail pursuant to a Writ of Habeas Corpus and proper requests made by U.S. Attorneys to resolve a new or pending criminal charge or for civil proceedings until returned to the designated institution.
6. All expenses of apprehended federal escapees housed in contact jails until returned to a designated facility. If the escapee is housed in a BOP institution, BOP will assume all expenses. If the escapee is charged and detained for the Court, then the fiscal responsibility is the same as for any other prisoner held by the USMS for the Court.
7. All expenses for Parole Violators and Mandatory Release Violators confined in a contract jail for the first 30 days after USMS assumes custody. BOP assumes responsibility for all expenses for these prisoners on the 31st day thereafter. BOP is also responsible for all expenses for Parole Violators and Mandatory Release Violators held in BOP facilities, including the first 30 days.
8. Rewards, when offered by the U.S. Marshal, for information leading to the apprehension of escaped inmates.
9. All expenses relating to the death of a USMS prisoner.

10. All community medical and guard expenses for prisoners committed to BOP facilities pursuant to Title 18 USC Section 4241 and 4242. However, the BOP institution medical staff will review, certify, and pay these bills. The USMS Headquarters will reimburse the BOP for these bills on a quarterly basis.

B. FEDERAL BUREAU OF PRISONS

1. All expenses of BOP prisoners designated to and confined in any federal facility. When the BOP designates for service of sentence the same USMS contract jail where the prisoner was detained prior to sentencing, the financial responsibility of the USMS terminates and shifts to the BOP on the date of sentence.

2. In-house costs for care, custody, and medical services, which is provided in the BOP facility for USMS prisoners.
3. All expenses of inmates lodged overnight in state or local jails during transport by BOP personnel for escorted trips for funeral and death bed visits or moving from one institution to another. The BOP Transporting Officer should coordinate in advance with the appropriate U.S. Marshal to obtain information on availability and per diem rates for local jails.
4. All expenses of inmates lodged in, at the request of BOP Community Corrections Manager (CCM), a BOP or joint use contract facility as a result of being declared a program failure in a BOP contract community corrections center or other similar facility.
5. All expenses of inmates transferred from BOP institutions to contract jails for disciplinary or safety purposes, or other similar reasons.
6. All expenses for Parole Violators and Mandatory Release Violators housed in contract jails after the first 30 days in USMS custody. BOP is also responsible for all expenses for Parole Violators and Mandatory Release Violators housed in BOP facilities.

report they will consult with one another to resolve any areas of mutual concern. They shall provide copies of monitoring reports on joint use jails to one another.

5. The USMS will not make recommendations on contract facilities for which BOP holds the contract without prior notification of the CCM.

Designation and Transfer.

6. The USMS shall request designation from the BOP CCM for all sentenced prisoners, as well as probationers remanded to BOP custody pursuant to 18, USC, 3563(b)(11), within 48 hours of a signed Judgement in Criminal Court. The U.S. Marshal requesting designation shall furnish the BOP copies of the 129, Presentence Investigation (PSI) ~~if received from the Probation Office, and a copy~~ of the J&C. The USMS will also provide an information copy of the J&C to the institution when the prisoner is housed in a BOP facility. Three certified copies of the J&C will accompany the prisoner to the designated facility.
7. When it becomes necessary, for security reasons, to remove a sentenced federal prisoner from a contract facility, such as a state prison or a CCC, to a federal prison or a local jail, the CCM will contact the local USMS office by phone and will follow up in writing. The USMS will immediately remove the prisoner and will notify the CCM when this has been accomplished. If security concerns do not dictate the need of immediate removal, the CCM and USM shall work out an appropriate schedule for removal via NPTS.

Guard Service and Hospitalization.

8. With regard to IGAs for contract facilities, the BOP and the USMS will, if at all possible, require the contractor to provide guard services and transport for prisoners who require local hospitalization. If the contractor cannot do it, then the USMS will arrange for guard services and transport for prisoners serving their sentence in a contract facility.
9. When an offender is serving a sentence in a USMS contract facility, USMS personnel shall notify the responsible CCM of the medical/hospital needs of BOP prisoners in advance in non-emergency

situations. In emergency situations, the USMS contractor is authorized to remove federal prisoners to medical facilities prior to notification to the CCM or USM. The U.S. Marshal shall advise the CCM as soon as possible after being notified of the hospitalization.

Miscellaneous.

10. For USMS prisoners in pretrial or presentence status housed in BOP facilities, the USMS, where possible, will notify the appropriate institution staff each day of significant court action and any significant changes in the prisoner's status which would impact on security concerns. Where districts have access to the BOP SENTRY system, the BOP agrees to accept the SENTRY daily court list for court updates. If the USMS district has no access to SENTRY, the BOP will accept the court list generated by the USMS Prisoner Population Management System (PPMS).
11. When initially committing a USMS prisoner to a BOP facility, the USMS will provide the following information on the prisoner: USM 41 (Marshals Remand), a completed BOP booking form (to be designed and implemented nationally for all institutions by BOP) and where applicable, the USM-130 (Prisoner Alert Notice).
12. The BOP acknowledges responsibility to normally accept all pretrial prisoners from the local or agreed upon judicial districts into its facilities designated for pretrial detention whether MCCS or detention units. However, several limitations are also acknowledged, such as:
 - a. The continued crowding of the BOP system. This crowding sometimes results in court imposed or agreed upon population ceilings.
 - b. A range of security and operational capabilities exists at various BOP detention facilities, which results in certain facilities being unable to handle prisoners with specialized needs, particularly health or security problems.

2. The CCM agrees to notify the USMS of the need for negotiations of new BOP contracts that are required by both BOP and USMS. The BOP shall initiate the contact with the appropriate USMS representative at least 30 days in advance.
 3. The CCM shall advise the USMS immediately of rate changes or amendments to contracts or cancellations on any BOP contracts that the USMS uses.
 4. The CCM shall attempt to give the U.S. Marshal 30 days notice of scheduled monitoring visits of any BOP contracts that the USMS uses so that the USM may accompany the CCM on visits. The CCM shall provide copies of the monitoring report to the USM on such contracts.
-
5. The CCM, at his or her discretion, may be a part of the negotiating team for contract jail facilities required by both the BOP and USMS. The CCM, should accompany the USMS on monitoring visits to joint use contract jail facilities and shall review the USMS monitoring reports.
 6. The CCM shall not make any recommendations as to improvements or modifications for joint use contract facilities, for which the USMS holds the contract, without prior notification to the USMS.

Designations and Transfer.

7. The BOP shall furnish the USMS with a designation within 72 hours of receipt of a request for designation unless the U.S. Probation Office did not provide the PSI.
 8. The BOP agrees to expeditiously re-designate community corrections center program failures held in contract detention facilities, and provide notification of same to the USMS and the receiving BOP institution.
 9. BOP institutions shall accept as holdovers BOP Community Corrections Center (CCC) failures from centers in the same geographical area. The CCM, or designee, shall advise the Inmate Systems Manager at the institution the same day as the transfer.
-

10. BOP institution Wardens shall transfer inmates to jails only for good cause. When an inmate is transferred from a BOP institution to a contract jail, they shall notify the USMS and the CCM prior to the actual transfer. The institution Warden shall remove prisoners upon the request of the contract jail, or U.S. Marshal, if space is needed for court prisoners. The Warden shall provide for hospital and guard services for these prisoners.
11. For all Community Correctional Center (CCC) contracts, the CCM will meet with the U.S. Marshal to reach an agreement on which jails will be used to house CCC failures. The BOP will be added as a user on those joint use contracts for billing purposes.
12. If the CCM determines that the placement of a CCC resident in a local jail is necessary, the CCM (not the contractor) will make a request to the U.S. Marshal. The CCM will make requests for routine transfers to occur during normal business hours; however, when the CCM determines the resident is an escape risk, constitutes a threat to himself, staff or center residents, he will request immediate transfer. At the same time the request is made, the CCM and the U.S. Marshal will agree on the contract facility to be used in order to ensure that payment can be made by the CCM.
13. Once agreement on a CCC pick up has been reached, the resident is not to be advised in advance of any planned relocation and wherever feasible, the time for pick up of the resident by the USMS shall be coordinated to minimize overtime costs.

Guard Service and Hospitalization.

14. For medical trips outside the BOP institution for USMS prisoners, the institution will notify the U.S. Marshal a minimum of 72 hours in advance of scheduled medical appointments. For security reasons, the prisoner will not be informed of any scheduled medical appointments. For emergency medical trips for a USMS prisoner, the institution shall immediately notify the U.S. Marshal so that the BOP staff guarding the prisoner can be relieved as soon as possible.

IV. PERIOD OF PERFORMANCE/MODIFICATION

A. EFFECTIVE DATE

This Agreement shall be effective upon signature of both parties and shall remain in force indefinitely until terminated by the signatory officials, their authorized designees, or successors.

B. TERMINATION

Termination of this Agreement may be initiated by either party upon providing the other party with (30) thirty days advance written notice of the intent to terminate.

C. MODIFICATION

This Agreement, or any of its specific provisions, may be modified or revised by written signatory concurrence (bi-lateral agreement) by both of the signatory officials, their designees, or successors.

Memorandum of Understanding
between
U. S. Secret Service Forensic Services Division
and **U. S. Marshals Service**
for **Forensic Assistance**

I. Introduction

A) The U. S. Secret Service (USSS) is offering the services of the Forensic Services Division (FSD) to the U. S. Marshals Service (USMS), in areas of forensic support and expert testimony. This Memorandum of Understanding is in keeping with the philosophy of the work completed by Vice President Gore and the "National Performance Review".

II. Mission Statement

A) The FSD mission is to provide forensic/technical support services to USSS elements and other federal, state, county and local law enforcement agencies when requested and available.

III. Areas of Cooperation

A) Assistance is offered USMS, when requested, in the examination of handwriting/handprinting, threat letter searches through the Forensic Information System for Handwriting (FISH), document examination, ink comparisons and age determination, audio/video enhancement, fingerprint development and comparisons, Automated Fingerprint Identification Systems (AFIS) searches and forensic photography.

B) Seminars will be offered to USMS officials, when requested, to familiarize USMS personnel with the capabilities and potential costs of FSD support. Laboratory tours and crime scene search operations also are offered.

C) Representatives of FSD will provide instruction, when requested, at the Federal Law Enforcement Training Center (FLETC) for students involved in USMS classes.

D) USMS will pay all mission specific travel costs (per diem and transportation) incurred by FSD representatives. All requests for services will be made and provided consistent with the provisions of the Economy Act, 31 USC 1535.

IV. Implementation

A) USSS cases have priority in forensic examinations. The USSS, FSD, currently prioritizes cases submitted for examination based upon the importance placed on the investigation by the USSS or upon the satisfaction of the judicial system and its requirements. The USMS will establish a similar procedure for case submission to ensure that those cases deemed most important will be given the necessary attention by FSD.

B) At its discretion, USMS will continue to use various other forensic laboratories.

V. Administration

A) A completed Memorandum of Understanding between the USSS, FSD and USMS will be renewable, annually, upon agreement of both parties.

Approved by:

USSS [
Bruce Bowen
Assistant Director
Office of Investigations
U. S. Secret Service

[
8/21/97
G. H. Kleinknecht
Assistant Director
Investigative Services Division
U. S. Marshals Service

7-31-97
date

BTC, BS

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES MARSHALS SERVICE
AND
THE DEFENSE CRIMINAL INVESTIGATIVE SERVICE
REGARDING THE REPORTING OF
AND
APPREHENSION OF FUGITIVES

I. GENERAL POLICY AND INTENT

This memorandum of understanding (MOU) provides general guidance regarding working relationships between the United States Marshals Service (USMS) and the Defense Criminal Investigative Service (DCIS) regarding apprehension responsibilities. The intent of this MOU is to clarify and specify the role the DCIS and the USMS will play concerning the apprehension of certain fugitives who are the subjects of DCIS felony investigations.

Key to this MOU is the sincere desire by both agencies to expand and make universal the close and mutually supportive relationships that widely exist among field components of both agencies. Each party to this agreement expects to achieve the most efficient use of existing resources by sharing common tasks and eliminating redundancy in fugitive reporting and apprehension efforts.

II. AUTHORITY TO CONDUCT INVESTIGATIONS

The statutory authority for the USMS and DCIS to conduct criminal investigations, including efforts to locate and apprehend fugitives from justice, includes, but is not limited to:

USMS: Title 28, United States Code, Section 566; Department of Justice Violent Crime Initiatives; Title 28, Code of Federal Regulations, Section 0.1119.

DCIS: The Uniform Code of Military Justice; Title 10, United States Code, Sections 801-940, and the Inspector General Act of 1978; Title 5, United States Code, Appendix 3.

III. SPECIFIC POLICY AND PROCEDURES

The USMS will assume administrative responsibilities for DCIS arrest warrants. The USMS will make all NCIC entries, updates and removals and will be the 24-hour contact for all warrant confirmations. Information needed to make an NCIC entry will be provided to the USMS as soon as practical. NCIC entries will not be made on sealed indictments, FNU/LNU/John Doe warrants, or any case that does not have sufficient data for the minimum NCIC entry.

The DCIS may delegate apprehension responsibility on all arrest warrants that are the primary responsibility and jurisdiction of DCIS.

Upon written request from the DCIS, the USMS will assume joint apprehension responsibility. At its discretion, DCIS may also request the USMS to assume primary apprehension responsibility. In all cases, DCIS and the USMS will share investigative findings.


Prior to arrest, DCIS has the right to retain exclusive apprehension responsibility on any case that is the primary jurisdiction of DCIS. In such cases, DCIS will provide written notification to the USMS.

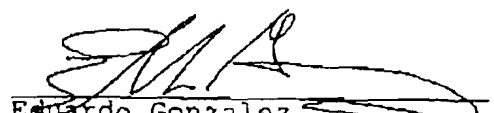
IV. POST-APPREHENSION GUIDELINES

* Upon apprehension by the USMS of a fugitive wanted by the DCIS, the USMS district holding the warrant will notify the appropriate DCIS field office.

* When an arrest is made by DCIS, DCIS will immediately notify the USMS who will remove the subject from NCIC.

* If possible, DCIS will arrange to assume custody of the subject as soon as practical after the arrest. If DCIS is unable to assume custody of the subject, the USMS agrees to remove the subject via the USMS National Prisoner Transportation System at no cost to DCIS. The prisoner will be turned over to prison facilities for further detention at the direction of the USMS.


William G. Dupree
Director
Defense Criminal Investigative
Service


Eduardo Gonzalez
Director
United States Marshals
Service