



13080

---

**Memorandum**

---

**Date:** Monday, September 14, 2009  
**To:** DeWayne Pitts, Budget & Acct      **Via:** Chain  
**From:** Sgt. Michael Porter  
**Re:** Purchase of Warrant Unit vehicle with USM Funding

---

The Criminal Warrants unit has a detective assigned to the US Marshals "Pacific Northwest Fugitive Apprehension Taskforce" (PNWFAT). For the last several years, this detective has been assigned a contract Enterprise Rental for undercover use. The PNWFAT takes on all our highest priority cases including Murder, Robbery, Rape, and serious crimes against persons. The PNWFAT also covers overtime, travel expenses, and training costs for our detective assigned to that taskforce.

The US Marshals just announced that they now have seizure funds available and wish to fund the purchase of vehicles for the 600 taskforce members nationwide, including our detective. The MOU they sent us outlines the details (copy attached). This includes \$25,000.00 for initial vehicle purchase and they also will be giving the Sheriff's Office \$5,000 to help pay for equipment setup costs (emergency lights, radios, prisoner cage, siren, etc.) As well as \$6,000 for Fiscal 2010 fuel use beginning October 1<sup>st</sup> of 2009.

It is imperative that we move quickly to take advantage of this funding offer, the US Marshals need to have this money allotted and vehicle ordered by the End of the Fiscal Year (September 30th, 2009), I have already contacted Daryl Dennis with Fleet Management and obtained a quote for a Ford Explorer 4x4 which will suits both our unit needs, and the needs of the PNWFAT. Once purchased this vehicle will be the sole property of King County and we will be responsible for all associated maintenance. The purchase of this vehicle by USM funds will save the Sheriff's Office about \$8,000 per year over the next 5 years (expected life of the vehicle). This will be a reduction in our current rental fleet.

I am requesting the Budget & Accounting approval to setup an ORG number, and fleet ID number for a Direct Charge vehicle, and the approval for Fleet to make the arrangements to purchase this vehicle with the US Marshals funding. The attached paperwork includes the ACH form for monies to be paid directly to the fleet dealership supplying the vehicle. Because of the time limit involved, please let me know immediately if you need any further information to get this vehicle purchase worked out. You can reach me at 206-205-7710.

CC:  
Captain Pendrak  
CWU File



Obligation Number:

FISCAL YEAR 2009  
MEMORANDUM OF UNDERSTANDING  
DISTRICT FUGITIVE TASK FORCE

Memorandum of Understanding (MOU) between:

KING COUNTY SHERIFF'S OFFICE  
And  
United States Marshals Service

The purpose of this MOU notice is to obligate funding for the purchase of vehicles for state and local agency investigators, pursuant to the Memorandum of Understanding (MOU) between the U.S. Marshals Service and KING COUNTY SHERIFF'S OFFICE for Fiscal Year 2009.

Period of Performance: August 17, 2009 to September 30, 2009

2009 Appropriation Data: 0324A A3403FWF4014R soc 2599 \$ 25,000.00

Payment will be made directly to commercial vehicle dealerships for vehicles purchased for state and local investigators who participate in joint law enforcement task forces with the U.S. Marshals Service. Upon receipt of a proper invoice from the commercial vehicle dealership, the Marshals Service Office of Finance will issue payment directly to those dealerships. Copies of vehicle title must be provided to the U.S. Marshals Service to show that these vehicles are the property of the state and local agency and not the U.S. Marshals Service.

Certification of Funds Available: \_\_\_\_\_  
IOD Representative Date

MOU Authorization: \_\_\_\_\_  
Chief Deputy, DFTF Date

*[Signature]*  
Department Representative Date

## Investigative Operations Division

### 2009 Asset Forfeiture Fund Vehicle Acquisition Guidelines

Recently, the USMS was awarded asset forfeiture funding for the acquisition of approximately 600 vehicles for state and local officers in support of joint law enforcement operations and USMS fugitive task forces. The vehicles will become the property of the state or local law enforcement agencies. Additional funding for fuel, and to equip these vehicles will become available on October 1, 2009. The following guidelines have been determined through consultation between IOD, FSD, AFD, MSD, AFMS, and OGC. This is the first of three years in an effort to provide a vehicle to every full time task force officer that is currently assigned to a USMS fugitive task force. This information was determined based upon a recent IOD survey of all full time task force officers.

This process and all documentation must be completed by September 30, 2009. Although we face time constraints with this project, we must make our best effort to acquire as many vehicles as possible.

- Each Regional or District Fugitive Task Force will execute a new Memorandum of Understanding (MOU), which now includes language related to asset forfeiture funding. The new MOU will be uploaded into the task force module within WIN / JDIS.
- IOD will contact each Regional and District Fugitive Task Force and provide the number of vehicles to be acquired.
- Once the agencies that will acquire the vehicles have been identified by the Regional and District Fugitive Task Forces, IOD will generate an obligation document for each agency. \$25,000 will be made available for each vehicle to be acquired. No agency will be permitted to acquire more vehicles than task force officers assigned to a USMS Fugitive Task Force.
- The state or local agency, using their agency policies and procurement procedures, will establish a contract with a vehicle dealership or vendor and provide all paperwork to the Regional or District Fugitive Task Force. The vehicles must be titled to the state or local agencies.
- A package for each agency will be forwarded to IOD to include: 1) a copy of the new MOU; 2) a copy of the contract between the state or local agency and a dealership or vendor; 3) a copy of the obligation document; and 4) an ACH form for the dealership or vendor.
- The packages will be processed within IOD and forwarded to the Financial Services Division, who will transfer funding directly to the dealership or vendor.
- Upon delivery of the vehicle to the state or local agency, documentation of ownership (copy of title) must be forwarded to IOD.
- All packages, documents and associated program information will be sent via FedEx to Chief Inspectors William Sorukas and Kurt Ellingson, 8730 Morrissette Drive, Springfield, Virginia 22152.

### Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. **Agency Information Section** - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. **Payee/Company Information Section** - Payee prints or types the name of the payee/ company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. **Financial Institution Information Section** - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Make 3 copies of form after completing. 1 -- Agency; 2 -- Payee/Company; 3 -- Financial Institution

### ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

#### PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

#### AGENCY INFORMATION

FEDERAL PROGRAM AGENCY:

UNITED STATES MARSHALS SERVICE

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

CCD \*

CTX

ADDRESS:

8730 MORRISSETTE DRIVE, SPRINGFIELD, VA. 22152

CONTACT PERSON NAME:

KURT ELLINGSON

TELEPHONE NUMBER:

202-253-4040

ADDITIONAL INFORMATION:

#### PAYEE/COMPANY INFORMATION

NAME:

SSN NO. OR TAXPAYER ID NO.:

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

#### FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

CHECKING

SAVINGS

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

**U.S. Department of Justice**

United States Marshals Service

*Western District of Washington**Seattle, Washington 98101-1271*

September 2, 2009

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the **King County Sheriff's Office** and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent 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 to, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

**MISSION:**

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. 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 DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

#### **SUPERVISION:**

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

#### **PERSONNEL:**

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

### **REIMBURSEMENT:**

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF 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 invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

### **EQUIPMENT:**

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

**RECORDS AND REPORTS:**

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

**INFORMANTS:**

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

**USE OF FORCE:**

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

**NEWS MEDIA**

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

**RELEASE OF LIABILITY:**

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

**EFFECTIVE DATE AND TERMINATION:**

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (CDUSM).

W. J. Hansen  
United States Marshal

Alvin Omkate 09/16/09  
Participant Agency Representative

\_\_\_\_\_  
Assistant Director, IOD

Prepared By:  
administrator  
JOHN SLATER  
PO BOX 127  
LONGVIEW, WA 98632  
Phone: (360) 423-1700  
Fax: (360) 577-3884  
Email: jslater@budclary.com

2010 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr 1500 Special Service Vehicle

**PRICING SUMMARY**

**PRICING SUMMARY - 2010 Fleet/Non-Retail CK10708 4WD 4dr 1500 Special Service Vehicle**

Base Price

Total Options:

Vehicle Subtotal

Advert/Adjustments

Destination Charge

**GRAND TOTAL**

*\$28,198<sup>00</sup>*

*Plus*

*Contract Add's*

*And State Sales TAX*

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 153.3, Data updated 9/8/2009 10:13:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Invitation for Bid No. 04709 through 05609, Vehicles, Model Year 2010/2011 Automobiles, Utility Vehicle, Trucks and Vans  
Appendix B, Equipment Specifications and Price Sheets

FULL SIZE UTILITY VEHICLE (2WD) (CONT.)  
COMMODITY CODE 2310-065-001

OPTIONS:

ORDER CODE #

PRICE/VEHICLE

Power Heated Mirrors (1)

Incl.

\$ Std /ea

Power Windows /Door Locks (1)

Incl.

\$ Std /ea

Power Driver's Seat (1)

Incl.

\$ Std /ea

Power Tailgate Window (1)

N/A

\$ N/A /ea

Remote Keyless Entry, Additional Transmitter Coded to Vehicle

AMF

\$ 68.00 /ea

Remote Vehicle Starter System

AR3

\$ 172.00 /ea

Reverse Sensing System

UD7

\$ 231.00 /ea

Roof Rack ~~Delete~~

G63

\$ Incl. /ea

Running Boards

Incl.

\$ Std. /ea

Safety Package (Identify Contents):

Snow Plow Package installed, (see Special Instructions - After Market, Equipment, Section IV) (Identify Make/Model and include Vehicle OEM Prep Package)

N/A

\$ N/A /ea

~~MAJOR EZ 47.5 Snow plow includes  
9/12 H.P. Susp on left road tires.~~

Spare Tire Lock

DHR

\$ 5800.00 /ea

Spotlight, 6", Clear Lens, Pillar Mounted Left (1)

N/A

\$ N/A /ea

Steering Column Transmission Shift (1)

TX6

\$ 405.00 /ea

Storon, AM/FM/CD (1)

Incl.

\$ Std. /ea

Stock Vehicle Upcharge, Dealer stock vehicle with all contract required equipment, color white, delivery 7 days (Min. Three 4WD vehicles) (See Special Instructions, Stock Vehicles)

Incl.

\$ Std. /ea

Third Seat Package N/A with SW or PPK

QAR

\$ 250.00 /ea

Tilt Steering Wheel (1)

ATD

\$ 352.00 /ea

Tires, All Terrain (Size \_\_\_\_\_) (Set 5)

Incl.

\$ Std. /ea

Tires, Max Size / Ply Rating, All Terrain or On-Off Road

~~PP~~ N/A

\$ N/A /set

(Size P265/70R17 4WD only) (Set 5)

QJP/HJP

\$ 1470.00 /set

Tow Hooks, Front

V76

\$ 415.00 /set

Trailer Towing Package Delete (Deduct) 3WD only N/A

(K5L)

(\$ 300.00 /set)

Transmission, 5 Speed Manual (Deduct) 6 / PPK or SW

N/A

(\$ N/A /set)

Undercoating (Factory Approved)

N/A

\$ N/A /ea

Washer/Wiper, Rear Window (1)

Incl.

\$ Std. /ea

(1) Frequently Ordered Option

Invitation for Bid No. 04709 through 05609, Vehicles, Model Year 2010/2011 Automobiles, Utility Vehicle, Trucks and Vans  
Appendix B, Equipment Specifications and Price Sheets

FULL SIZE UTILITY VEHICLE (2WD) (CONT.)

COMMODITY CODE 2310-065-001

Warranty, Delayed Start (Describe procedure) (1)

Dealer will provide proper forms  
See application

DNR \$ N/A /ea

Winch Package, 3000#, Installed, (See Special Instructions -Aftermarket Equipment) (Identify Make/Model/Mounting)

MAVER 3000 underbody mount  
with pull guard

M 3000 \$ 2595<sup>00</sup> /ea

Two Door Model (Identify changes in available options) (Include All contract required equipment) (Deduct)

N/A (-\$ N/A /ea)

Four (4WD) Wheel Drive Model with all contract required equipment with Transfer Case, Skid Plate Package, (Identify other content and changes in available options) (1)

Available with all police options  
incl. KSL HD Trailering

CK10706 SWH \$ 500<sup>00</sup> /ea

Police/Special Services Model (Identify all changes and option restrictions) (Attach a list of separate OEM or Dlr Police Options/Prices) (1)

not available with KSL HD Trailering

CC10706 PPV \$ 23300<sup>00</sup> /ea  
PB400 \$ 350<sup>00</sup> /ea

Vehicle Push Bumpers, HD Upgrade w/Welded Upper Cross Support (SetinaPB400) (1)

Alternative Fuel Vehicle, Hybrid Gas/Electric With All Contract Required Equipment (see Special Instructions - Alternative Fuel, Hybrid, Biodiesel Vehicles)

4X2 - CC10706 1HY \$ 21,000<sup>00</sup>  
4X4 - CC10706 1HY \$ 23,500<sup>00</sup>

Special Paint, Single Color, Monotone

9XX \$ N/A /ea

OTHER RECOMMENDED OPTIONS (Single Items or Packages) (At Dealer Cost)

Consolidate delete (avail w/ SWH - PPV)  
12" ABS SABS

9MS \$ 6531<sup>00</sup> /ea

Victory Red SED PAINT

76K \$ 245<sup>00</sup> /ea

(1) Frequently Ordered Option: Incl. F/R Black tires

9366

Off Road Suspension pkg  
incl. QJP Tires.

9G3 \$ 505<sup>00</sup>