

MEMORANDUM OF UNDERSTANDING BETWEEN

United States Attorney's Office, Eastern District of Wisconsin Milwaukee Police Department (MPD)

This Memorandum of Understanding (MOU) is entered into between the above-referenced agencies and sets forth their relationships concerning *Operation Relentless Pursuit*.

Because *Operation Relentless Pursuit* is now *Operation Legend* following the killing of LeGend Taliferro, all references in the MOU to "Operation Relentless Pursuit" or "ORP" shall be deemed to refer to Operation Legend.

BACKGROUND AND MISSION

The Attorney General has launched Operation Relentless Pursuit (ORP), which is an initiative aimed at reducing violent crime through a surge of federal resources in several locations, including the City of Milwaukee. According to the Attorney General, ORP involves: (1) increasing the number of federal law enforcement officers within the selected cities, and (2) enhancing federal task forces through collaborate efforts with state and local partners. The surge of resources into the City of Milwaukee from the Department of Justice ("DOJ") will aid local law enforcement and boost the prosecution of violent actors and their organizations. The surge of resources in the City of Milwaukee will center primarily on three ORP task forces.

All resources dedicated to Operation Legend in the Milwaukee area are to be used for the investigation of criminal offenses for intended prosecution in federal or state court and not for use in active crowd control or resolution of civil disturbances.

AGENCY ROLES AND RESPONSIBILITIES

Milwaukee Police Department ("MPD"): MPD will dedicate 27 officers to be TFOs with ORP Task Forces. MPD will assign 11 TFOs to the United States Marshal Service ("USMS") task force, one of whom will be newly assigned to the USMS's task force at North Central HIDTA by August 31, 2020 (in addition to the TFO currently assigned there). MPD will newly assign 6 TFOs to the FBI led task force. MPD will newly assign 3 TFOs to the ATF-led task force. The remaining 7 TFOs will be assigned over time as MPD's staffing levels permit and in consultation with the ORP participating agencies.

United States Attorney's Office ("USAO"): The USAO will lead the ORP initiative. Specifically, the USAO will dedicate an ORP Coordinator who will lead regular ORP meetings and discussions regarding case referrals, case development, venue concerns and strategic operations of the ORP task forces

ORP Task Forces

The task forces that will fulfill the mission of ORP are described as follows:

1. United States Marshal Service (USMS) Led Task Force

The first goal of ORP is to use the surge of resources to quickly apprehend and prosecute

ORIGINAL

those who are wanted, or who have been charged, with violent felonies. USMS's ORP Task Force will work proactively with the ORP partner agencies to investigate and assist with the prosecution of fugitives involved in gangs, drug trafficking, and other violent crimes.

2. Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Led Task Force

ATF will lead an ORP task force that will have as its mission to investigate violent firearm offenses and trafficking. To do so, ATF's task force will partner with MPD's Special Investigatory Division ("SID") and Violent Crime Unit ("VCU"), as well as MPD Districts. The task force will investigate firearm offenses, use NIBIN leads to perfect criminal investigations for shootings, investigate the source of the firearms for possible federal prosecution for firearm trafficking.

Personnel assigned to this ORP task force will conduct operations while at their duty location and will meet to develop cases as necessary. The personnel that the participating agencies dedicate to this task force will also participate in ORP meetings and operations, and refer cases for potential federal prosecution to the USAO when appropriate.

3. Federal Bureau of Investigation (FBI) Led Gang Task Force

The FBI will expand its existing Southeastern Wisconsin Regional Gang Task (SWRGTF), which already serves Milwaukee. The task force's mission is to support federal prosecutions to reduce violent crime. Specifically, the FBI will work proactively with the ORP partner agencies to investigate and assist with the federal prosecution of targets involved in gangs, drug trafficking, and illegal firearm possession.

Personnel assigned to this ORP task force will operate out of MPD's district police stations.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the ORP, each participating agency agrees to make available to their assigned personnel any equipment ordinarily assigned for use by that agency.

In the event that any of the below agencies supply equipment (which may include vehicles, weapons, radios, etc.) to task force officers (TFOs) assigned to ORP, those TFOs must abide by any applicable property orders or policy of the supplying agency, and may be required to enter into a separate agreement for their use.

REPORTS AND INFORMATION SHARING

Information will be freely shared among the participants with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. Except as noted below, no information gathered during the course of the ORP, to include informal communications between participants, may be disseminated to any non-law enforcement third party by any ORP member without the express permission of the Milwaukee Police Department.

Any public requests for access to the records or any disclosures of information obtained by ORP partner members during ORP-related investigations will be handled in accordance with

ORIGINAL

applicable rules of criminal procedure, statutes, regulations, and policies pursuant to the Freedom of Information Act, the Privacy Act, any state-specific rules of criminal procedure, the Federal Rules of Criminal Procedure, and other applicable federal and/or state statutes and regulations.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the ORP partner agencies, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.
- c. Each participating agency agrees to participate in investigative deconfliction processes and procedures.

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution.

All recovered cartridge casings, evidence, and seized crime guns by a participant must be submitted for examination and for NIBIN entry. Once all analyses are completed, all cartridge casings and crime guns will be returned to the submitting agency. All information and descriptions of firearms taken into custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

The USAO will lead discussions related to jurisdiction for prosecution and whether cases will be referred for prosecution to the relevant state or local prosecution office. This determination will be based upon which venue for prosecution will best serve the interests of justice and remove a violent offender from the community as effectively as possible. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

MEDIA

Media relations will be handled by designated USAO personnel and in coordination with each participating agency. Assigned personnel will be informed that they must not give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence from the USAO. All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53, shall not be made except as provided by law.

APPLICABILITY

The undersigned agrees to comply with the provisions of the U.S. Department of Justice Criminal Intelligence Systems Operating Policies, 28 CFR Part 23. Some information exchanged under this MOU may identify U.S. persons whose information is protected by the Privacy Act of 1974, 5 U.S.C. § 552A. The undersigned will ensure that all such information will be handled lawfully pursuant to the provisions thereof. The parties will also, as applicable, comply with any state privacy laws, rules, regulations, or procedures.

ORIGINAL

EFFECT OF THIS AGREEMENT

- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. (See section related to grant funding.) Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party entering into this MOU warrants that it has legal authority to enter into this MOU for the specified objectives.
- E. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
- F. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.

FEDERAL GRANT FUNDING

For ORP partners receiving grant funding from the DOJ's Office of Community Oriented Policing Services (COPS) through the COPS Hiring Program (CHP), the following applies:

- A. Partner agencies will deploy existing veteran officers to task force duties and use COPS Hiring Program (CHP) funding to hire recruits to backfill those positions, as practical.
- B. Partner agencies will deploy sworn, career law enforcement officers to the task force to benefit the TFO's jurisdiction, as practical.
- C. Officers deployed to ORP task force operations as a result of CHP funding will spend most of their time performing task force related activities; however, the USAO will make all decisions about which agencies will participate in the task forces.
- D. Officers deployed to ORP task force operations as a result of CHP funding must participate in ORP task force activities until the task force concludes or the grant award period expires, whichever comes first. Should the task force conclude before the award period expires, awardees are expected to fulfill the remainder of the 36-month grant term focusing on violent crime issues within the awardee's jurisdiction.

ORIGINAL

In addition, the Wisconsin Department of Justice ("WI DOJ") is the Fiscal Agent for the ORP Bureau of Justice Assistance ("BJA") grant. WI DOJ is the State Administering Agency for a number of state and federal criminal justice grant programs including the federal Juvenile Justice Delinquency Prevention Act, Justice Assistance Grant (JAG) program, and state Treatment Alternatives and Diversion (TAD) program. WI DOJ provides financial and technical assistance to public safety, first response and emergency management agencies, local and tribal governments, and non-profit organizations throughout the state. This relationship allows for the most efficient collaboration to coordinate the BJA ORP grant program with other federal and state funding sources. In addition, WI DOJ is currently the Fiscal Agent for the FY18 and FY19 PSN projects and has a close partnership with the USAO for the Eastern District of Wisconsin that will ensure project implementation accountability and success.

EFFECTIVE DATE, MODIFICATION AND TERMINATION

This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.

This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.

This MOU is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreements, negotiations, representations, and proposals, written or verbal, relating to its subject matter.

FOR THE UNITED STATES ATTORNEY'S OFFICE:

MATTHEW D. KRUEGER
United States Attorney
Eastern District of Wisconsin

Date

FOR THE MILWAUKEE POLICE DEPARTMENT:

MICHAEL BRUNSON
Acting Chief of Police
Milwaukee Police Department

Date