



# governmentattic.org

*"Rummaging in the government's attic"*

Description of document: Agreements between the US Marshals Service (USMS) and the Supreme Court regarding the Supreme Court Policy Dignitary Protection Unit 2022

Requested date: 26-July-2024

Release date: 08-November-2024

Posted date: 06-January-2025

Source of document: FOIA Request  
U.S. Marshals Service  
Office of the General Counsel  
Freedom of Information Act Unit  
CG-3, 15th Floor  
Washington, DC 20530-0001  
[US Marshals FOIA Portal](#)  
[FOIA.gov](#)

The governmentattic.org web site ("the site") is a First Amendment free speech web site and is noncommercial and free to the public. The site and materials made available on the site, such as this file, are for reference only. The governmentattic.org web site and its principals have made every effort to make this information as complete and as accurate as possible, however, there may be mistakes and omissions, both typographical and in content. The governmentattic.org web site and its principals shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information provided on the governmentattic.org web site or in this file. The public records published on the site were obtained from government agencies using proper legal channels. Each document is identified as to the source. Any concerns about the contents of the site should be directed to the agency originating the document in question. GovernmentAttic.org is not responsible for the contents of documents published on the website.



**U.S. Department of Justice**

United States Marshals Service

*Office of General Counsel*

*CG-3, 15<sup>th</sup> Floor  
Washington, DC 20530-0001*

November 08, 2024

**Re: Freedom of Information Act Request No. 2024-USMS-000640**  
**Subject: Memorandum of Agreement**

Dear Requester:

The United States Marshals Service (USMS) is responding to your Freedom of Information Act (FOIA) request received by USMS on July 26, 2024, for the following:

*"A copy of the interagency agreement, Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) between the Marshals Service and the Supreme Court of the United States (or the Administrative Office of United States Courts) regarding the requirements of the Supreme Court Policy Dignitary Protection Unit (DPU). A copy of the general description of the requirements of the Supreme Court Policy Dignitary Protection Unit.."*

Pursuant to your request, the USMS conducted a search for records responsive to your request and located 6 pages of responsive documentation within the following offices/divisions:

Judicial Security Division (JSD)

To withhold a responsive record in whole or part, an agency must show both that the record falls within a FOIA exemption, 5 U.S.C. § 552(b), and that the agency "reasonably foresees that disclosure would harm an interest protected by exemption." See § 552(a)(8)(A)(i)(I); *Machado Amadis v. U.S. Dep't of State*, 971 F.3d 364 (D.C. Cir. 2020). As described in this correspondence, the USMS reviewed responsive records to your request and asserted FOIA exemptions as appropriate. Further, the USMS has determined it is reasonably foreseeable that disclosure of the withheld information would harm an agency interest protected by the exemption. These pages are released to you with portions of 4 page(s) withheld pursuant to the following Exemptions of the FOIA, 5 U.S.C. § 552(b):

FOIA Exemption (b)(6) allows an agency to withhold personnel, medical, and similar files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. Records that apply to or describe a particular individual, including investigative

records, qualify as “personnel,” “medical,” or “similar files” under Exemption 6. A discretionary release of such records is not appropriate. See *United States Department of Justice (DOJ) v. Reporters Committee for Freedom of the Press*, 489 U.S. 749 (1989).

FOIA Exemption (b)(7)(C) protects records or information compiled for law enforcement purposes to the extent that the production of such records or information could reasonably be expected to constitute an unwarranted invasion of personal privacy. A discretionary release of such records is not appropriate. See *United States Department of Justice (DOJ) v. Reporters Committee for Freedom of the Press*, 489 U.S. 749 (1989). Accordingly, the personally identifiable information of law enforcement officers and government employees was withheld from the responsive documentation. The disclosure of such sensitive information contained in records compiled for law enforcement purposes to the public could subject law enforcement officers and other government personnel to harassment and unwelcome contact. This could disrupt and impede official agency activity, as well as endanger the safety of law enforcement officials. Additionally, the personally identifiable information of third parties named in the records was withheld. The disclosure of third-party information could constitute an unwarranted invasion of personal privacy and subject the individuals to embarrassment, harassment, and undue public attention. Individuals have a recognized privacy interest in not being publicly associated with law enforcement investigations, not being associated unwarrantedly with alleged criminal activity, and controlling how communications about them are disseminated.

FOIA Exemption (b)(7)(E) exempts from release information that would disclose law enforcement techniques or procedures, the disclosure of which could reasonably be expected to risk circumvention of the law. Public disclosure of law enforcement techniques and procedures could allow people seeking to violate the law to take preemptive steps to counter actions taken by USMS during investigatory operations. Information pertaining to case selection, case development, and investigatory methods are law enforcement techniques and procedures that are not commonly known. The disclosure of this information serves no public benefit and would have an adverse impact on agency operations. Furthermore, public disclosure of information such as internal URLs, codes, and internal identifying numbers could assist unauthorized parties in deciphering the meaning of the codes and numbers, aid in gaining improper access to law enforcement databases, and assist in the unauthorized party’s navigation of these databases. This disclosure of techniques for navigating the databases could permit people seeking to violate the law to gain sensitive knowledge and take preemptive steps to counter actions taken by USMS during investigatory operations. The disclosure of this information serves no public benefit and would not assist the

public in understanding how the agency is carrying out its statutory responsibilities.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. 552(c) (2006 & Supp. IV (2010)). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

If you are not satisfied with the USMS determination in response to this request, you may administratively appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, 441 G Street, NW, 6th Floor, Washington, D.C. 20530, or you may submit an appeal through OIP's FOIA STAR portal by creating an account following the instructions on OIP's website: <https://www.justice.gov/oip/submit-and-track-request-or-appeal>. Your appeal must be postmarked or electronically transmitted within 90 days of the date of my response to your request. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." If possible, please provide a copy of your original request and this response letter with your appeal.

You may also contact Charlotte Luckstone or our FOIA Public Liaison at (703) 740-3943 for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, Room 2510, 8601 Adelphi Road, College Park, Maryland 20740-6001; e-mail at [ogis@nara.gov](mailto:ogis@nara.gov); telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

Sincerely,

*/s/ AA for*

Charlotte Luckstone  
Assistant Deputy General Counsel  
FOIA/PA Officer  
Office of General Counsel

Enclosure

## **MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN  
THE SUPREME COURT OF THE UNITED STATES POLICE  
AND  
THE UNITED STATES MARSHALS SERVICE**

### **I. PARTIES:**

This Memorandum of Agreement (**Agreement**) between the United States Marshals Service (USMS) and the Supreme Court of the United States Police (SCUSPD) establishes and sets forth shared responsibilities and expectations for protective intelligence sharing, threat investigation support and tracking, levels and timing of communications, and coordination of personal protection missions for Justices of the Supreme Court of the United States. The USMS and SCUSPD are collectively referred to herein as the “Parties,” and each as a “Party.”

### **II. PURPOSE:**

Ensuring the safety of Supreme Court Justices is paramount to protecting the integrity and independence of the nation’s Federal Judicial System. Each Party has been entrusted with general and specific statutory authority and responsibility to provide for this protection.

The Parties recognize that delivering adequate security services to the Supreme Court Justices requires a cooperative effort. This Agreement defines roles, responsibilities, actions, and business processes required to secure and protect the Justices of the Supreme Court of the United States. This Agreement also outlines responsibilities and expectations for USMS and SCUSPD liaisons, intelligence sharing, and threat investigation coordination to promote a more uniform and comprehensive protective response.

### **III. AUTHORITIES:**

#### **A. Supreme Court of the United States Police**

**Title 40 U.S. Code § 6121(a):** Authority of Marshal of the Supreme Court and Supreme Court Police – In accordance with regulations prescribed by the Marshal of the Supreme Court and approved by the Chief Justice of the United States, the Marshal and the Supreme Court Police shall have authority –

(1): To police the Supreme Court Building and grounds and adjacent streets to protect individuals and property;

(2)(A): In any location – To protect the Chief Justice, any Associate Justice of the Supreme Court, and any official guest of the Supreme Court; and

**(2)(B):** In any location – To protect any officer or employee of the Supreme Court while that officer or employee is performing official duties;

**B. United States Marshals Service**

**Title 28 U.S. Code § 566(e)(1)(A):** The United States Marshals Service is authorized to provide for the personal protection of Federal jurors, court officers, witnesses, and other threatened persons in the interests of justice where criminal intimidation impedes on the functioning of the judicial process or any other official proceeding;

**Title 28 U.S. Code § 566(i):** The Director of the United States Marshals Service shall consult with the Judicial Conference of the United States on a continuing basis regarding the security requirements for the judicial branch of the United States Government, to ensure that the views of the Judicial Conference regarding the security requirements for the judicial branch of the Federal Government are taken into account when determining staffing levels, setting priorities for programs regarding judicial security, and allocating judicial security resources. In this paragraph, the term "judicial security" includes the security of buildings housing the judiciary, the personal security of judicial officers, the assessment of threats made to judicial officers, and the protection of all other judicial personnel. The United States Marshals Service retains final authority regarding security requirements for the judicial branch of the Federal Government.

**IV. DEFINITIONS:**

- A. National Capital Region (NCR):** The area including and surrounding Washington, D.C. as defined by the National Capital Planning Commission, including Washington, D.C.; Prince George's and Montgomery Counties, Maryland; Loudoun, Fairfax, Arlington, and Prince William Counties, Virginia; and Alexandria, Fairfax, and Manassas cities, Virginia.
- B. Joint Protective Service Detail:** USMS protective details augmented by SCUSPD personnel.
- C. Protective Intelligence:** Information gathered, analyzed, and reported to identify, assess, and mitigate risks to protected persons and facilities.
- D. Protective Investigation:** Systematic collection of information conducted to identify, assess, and mitigate harm to, or interference with, a protected person or facility.
- E. Protective Service Detail:** A close protection detail assigned to mitigate threats and risk to the Supreme Court Justices. The team may include:
  - (b)(7)(E)
  - (b)(7)(E)
  - (b)(7)(E)
 The level of protection can vary based on venue and/or known threats and risk.
- F. Security Request:** An official request by the SCUSPD for the USMS to provide a protective mission for a Supreme Court Justice while on travel or at an event.



**V. AGENCY RESPONSIBILITIES:**

**A. The Supreme Court of the United States Police will:**

1. (b)(7)(E)

2. (b)(7)(E)

3. **Submit all requests for USMS Security support for Supreme Court Justices to the USMS Office of Protective Operations** (b)(7)(E) **or as soon as notified, of the planned travel. Changes to previously submitted security requests must be communicated in writing immediately and should be limited in scope to minimize costs and resource challenges associated with said changes when practical.**

(b)(7)(E)

4. **Communicate to the USMS Office of Protective Operations,** (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E) **sharing, provide situational awareness, and allow for de-confliction at the district level.**

5. (b)(7)(E)

6. (b)(7)(E)

7. (b)(7)(E)

8. (b)(7)(E)

9. (b)(7)(E)

**B. The United States Marshals Service will:**

1. Acknowledge receipt of requests for protective service details in support of Supreme Court Justices' security received from the SCUSPD within (b)(7)(E) business days.
2. Evaluate and staff each request based on assessed threat and available intelligence for required level of protective support as it relates to security requirements within USMS policy and standard operating procedures.
3. When requested by SCUSPD, provide protective services for retired Justices. The level of protective services provided will be based on threat and risk.

4. (b)(7)(E)

5. (b)(7)(E)

6. (b)(7)(E)

7. (b)(7)(E)

8. (b)(7)(E)

9. (b)(7)(E)

**C. The United States Marshals Service and Supreme Court of the United States Police Collaboration:**

1. (b)(7)(E)

2. All attempts will be made to resolve any disagreements or concerns arising from implementation of this Agreement at the local or lowest level.



3. Each Party will ensure that any information it shares is not obtained or maintained in violation of any federal, state, or local law applicable to that Party. In addition, each Party will ensure compliance with this Agreement and all laws, regulations, policies, and procedures applicable to its sharing of information, including classified information, which will be marked and retained in accordance with all laws and policies applicable to the classified material. Each party will also make every effort to ensure the accuracy of information that it shares.
4. The USMS will notify SCUSPD as soon as possible of any third-party request for information relating to the subject matter of this Agreement, including, without limitation, requests made by any legislative branch person or entity or pursuant to the federal Freedom of Information Act or similar state statutes. The USMS will make best efforts to cooperate with SCUSPD in any response to any such request. Additional requirements related to Supreme Court records can be found at Annex A.
5. The Parties will take all appropriate steps to protect information subject to the activities under this Agreement from disclosure in the event of a criminal proceeding, including advising the court of the confidential nature of such information and requesting protective orders or sealing of the court records, if necessary.
6. Nothing herein is intended to create any obligation for reimbursement of or cost sharing for expenses associated with execution of the terms of this Agreement. Unless otherwise provided for in this Agreement, all expenses, including training, travel, protective service details, and the exchange of liaisons, incurred by either Party shall be the responsibility of the Party.

**VI. FUNDING:**

This Agreement is not a commitment of funds by either the USMS or SCUSPD.

**VII. DURATION AND EFFECT:**

1. This Agreement and its Annex A represent the complete agreement between the Parties on the subject matter of this Agreement.
2. This Agreement may be modified by mutual consent of authorized officials from the USMS and the SCUSPD. The Agreement shall become effective upon signature by the authorized officials from the USMS and SCUSPD and will remain in effect until modified by mutual consent or terminated upon at least ninety days' written notice of a Party's intention to terminate this Agreement or otherwise upon mutual consent of the Parties.

(b)(6); (b)(7)(C)



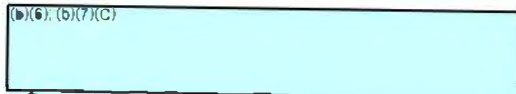
3-14-22

Ronald L. Davis  
Director

United States Marshals Service

Date

(b)(6); (b)(7)(C)



3/16/2022

Gail A. Curley  
Marshal of the Court  
Supreme Court of the United States

Date

**ANNEX A**  
**TO THE**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**THE SUPREME COURT OF THE UNITED STATES POLICE**  
**AND**  
**THE UNITED STATES MARSHALS SERVICE**

1. The Supreme Court may provide information to the USMS in connection with the subject matter of this Agreement or for other purposes. All such records are "Supreme Court records."
2. All Supreme Court records are at all times under the exclusive legal custody and control of the Supreme Court. Although the USMS may at times have physical possession of Supreme Court records as necessary to perform the responsibilities and functions set forth in this Agreement, such temporary physical possession does not alter the legal status of those records, and does not operate in any way to divest the Supreme Court of complete and exclusive legal control over such records. All Supreme Court records are provided to the USMS under an express reservation of Supreme Court control.
3. The Supreme Court, but not the USMS, has a continuing interest in Supreme Court records, and the Supreme Court continues to use the information contained in such records for security, historical, and other purposes.
4. Once the USMS has completed providing security for a Supreme Court Justice, the records relating to such security have no continuing usefulness to the USMS.
5. The USMS will transfer all Supreme Court records on a quarterly basis, and it will not retain copies of such records except as necessary to facilitate the transfer of those records to the Supreme Court or pursuant to a litigation hold. Any temporary retention of such records is solely for facilitating an orderly and efficient transfer of those records or to implement a litigation hold, and does not operate in any way to divest the Supreme Court of complete and exclusive legal control of such records. The USMS must obtain the advance written consent of the Supreme Court Marshal in order to access records after a security detail and before the records are transmitted to the Supreme Court.
6. These provisions are not intended, and should not be construed, to suggest that records relating to security for Supreme Court Justices in the possession of the USMS before the date of this Memorandum of Agreement and Annex A were under the legal custody and control of the USMS.
7. Supreme Court records are not the records of an agency subject to the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.