

RESOLUTION 38-2009

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES MARSHAL SERVICE REGARDING JOINT COOPERATION IN THE ARREST OF FUGITIVES

WHEREAS, the Benson Police Department desires to be part of the United States Marshals Service District of Arizona Warrant Apprehension Network and Targeted Enforcement Detail ("WANTED") task force that provides for mutual assistance in the location and arrest of fugitives believed to be in or near the City of Benson; and

WHEREAS, the proposed Memorandum of Understanding ("MOU") attached hereto as Exhibit A sets forth the terms and conditions for the City of Benson to join the WANTED task force at no additional cost to the taxpayers.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Benson, Arizona that the MOU with the United States Marshal Service, attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to execute said MOU on behalf of the City.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA this 26th day of May, 2009.



MARK M. FENN, Mayor

ATTEST:


VICKI L. VIVIAN, City Clerk

APPROVED AS TO FORM:


MICHAEL J. MASSEE, City Attorney



**UNITED STATES MARSHALS SERVICE
DISTRICT OF ARIZONA
MEMORANDUM OF UNDERSTANDING
ARIZONA Warrant Apprehension Network and Targeted Enforcement Detail**

This Memorandum of Understanding (MOU) is entered into by the Benson Police Department and the United States Marshals Service (USMS); District of Arizona's Arizona WANTED Task Force pursuant to and under authority of Title 28 U.S.C. § Sections 564 and 566.

Terms and Conditions

- 1. Period of Performance:** This MOU will be effective from the date of signing by all parties and is to remain in effect until the USMS and/or participating agency provides 30 day advance written notice to the Task Force Supervisor as to their intent to withdraw or terminate their participation on the task force.
- 2. Mission:** Arizona WANTED (herein referred to as "task force") is a task force with several subcomponents whose missions vary with each program. The task force will arrest federal, state, and local fugitives wanted on various charges, but will focus primarily on those wanted for sex offenses.
- 3. Personnel and Supervision:** The task force will consist of federal, state, and local law enforcement officers from law enforcement agencies within the District of Arizona. direction, coordination, and organization of the task force will be the responsibility of the Task Force Supervisor. Agencies may join the task force at any time with the consent of the USMS and will sign a copy of the existing MOU for the District of Arizona. Each agency retains responsibility for the conduct of its respective officers and oversight of any interagency administrative matters. **It is mutually agreed that if any personnel from the Benson Police Department are assigned to Arizona WANTED Task Force it will be strictly on an ADHOC case by case basis until further notice.**
- 5. Vehicles and Equipment:** Any equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS. USMS vehicles shall be used only for official purposes and solely for use in the performance of the task force. USMS vehicles shall not be used for transportation between home and work and all vehicles and equipment must be returned to the USMS upon the departure of any task force member.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will return such equipment to that specific agency upon termination of the task force or upon agency request.

Each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force. Each agency is responsible for the fuel, maintenance, and other expenses associated with the use of its vehicle(s).

Each participating agency agrees to provide mobile and/or handheld radio equipment capable of

communicating on their respective law enforcement radio network.

6. Background Investigations and Special Deputation: Personnel assigned to the task force must be law enforcement officers in good standing. Officers will be required to undergo limited background investigations in accordance with DOJ regulations in order to be provided access to USMS offices, records and computer systems. The USMS shall bear the costs associated with any background investigations. Non-USMS law enforcement officers assigned to the task force must meet all USMS Special Deputation requirements and will be deputized as Special Deputy U.S. Marshals accordingly.

7. Records, Reports, and Evidence: Reports of investigation and other investigative materials generated by the task force shall be retained by the participating agency responsible for the investigation. Evidence seized or collected by the task force 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 and in its internal case management system. Statistics and reports will be made available to any participating agency upon request.

8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by the task force. Upon receipt of a written request, the task force may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives.

Task force officers 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 task force.

9. NCIC Entries: 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.

10. Travel: Task force officers may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. 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 the Federal Travel Regulations.

11. Informants: Upon approval, the USMS may provide funding for the payment of informants. All payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

12. Use of Force: All members of the task force shall comply with their agency's guidelines concerning the use of force. Copies of all applicable use of force policies shall be provided to the Task Force Supervisor.

13. Deconfliction: All task force members are responsible for submitting via telephonically or facsimile, their case names to the existing metro area law enforcement deconfliction entity at HIDTA. The purpose is to ensure cases are entered into the deconfliction database to prevent investigative or operational conflicts with other law enforcement agencies and/or law enforcement officials potentially having an official interest in the same case.

14. News Media: Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated with the public affairs office of each participating agency prior to a press release being issued. No press release shall be made if that release would compromise or otherwise harm an ongoing investigation by any other agency. Under no circumstances shall confidential source information or sensitive law enforcement techniques, such as those associated with electronic surveillance, be disclosed to the media.

15. Release of Liability: Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED TO THIS _____ DAY OF _____, 2009.

David P. Gonzales (or designee)
United States Marshal
District of Arizona
United States Marshals Service



Paul F Moncada(or designee)
Acting Chief of Police
Benson Police Department