

**FEDERAL BUREAU OF INVESTIGATION
SOUTHERN ARIZONA SAFE TRAILS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI), Phoenix Division, and the Mesa Police Department (hereinafter referred to as MPD or the Participating Agency). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI and/or the MPD to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; 25 U.S.C. 2804(e); 1993 MOU between the US Department of Interior-Bureau of Indian Affairs and the FBI; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Southern Arizona Safe Trails Task Force (SAZSTTF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the SSAZSTTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, crimes of violence (murder), robbery, aggravated assault, violent street gangs, and other Indian Country (IC) crimes falling within the investigative purview of the FBI pursuant to 18 USC § 1153 (Major Crimes Act); 18 USC § 1152 (Federal Enclaves Act); and, 18 USC § 13 (Assimilative Crimes Act). The SSAZSTTF will enhance the effectiveness of federal/state/local/tribal law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SSAZSTTF shall be the shared responsibility of the participating agency heads and/or their designees.

6. The Special Agent in Charge (SAC) of the Phoenix Division shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the SSAZSTTF. The SSAZSTTF supervisor may designate a Special Agent to serve as the SSAZSTTF Coordinator (Task Force Coordinator). Either the SSAZSTTF Supervisor or Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSAZSTTF. The Supervisor (SSA) and/or Task Force Coordinator will work with the Participating Agency Supervisor (Sergeant) assigned to the SAZSTTF in a cooperative effort in coordinating day-to-day operations and investigations toward the SAZSTTF mission and objectives.

7. Conduct undertaken outside the scope of an individual's SSAZSTTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSAZSTTF Supervisor or Task Force Coordinator. As stated in paragraph 73, below, neither the FBI nor the United States shall be responsible for such conduct.

8. Each SSAZSTTF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.

9. Each SSAZSTTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

10.. Continued assignment of personnel to the SSAZSTTF will be based on performances and at the discretion of each SSAZSTTF member's respective supervisor. The FBI SAC/SSAZSTTF Supervisor will also retain discretion to remove any member from the SSAZSTTF.

B. Case Assignments

11. The FBI SSAZSTTF Supervisor will be responsible for opening, monitoring, directing, and closing SAZSTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SAZSTTF Supervisor.

13. For FBI administrative purposes, SAZSTTF cases will be entered into the relevant FBI computer system.

14. SAZSTTF members will have equal responsibility for each case assigned. SAZSTTF personnel will be totally responsible for the complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall retain control of resources dedicated by that agency to the SAZSTTF, including personnel, as well as the continued dedication of

those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the SAZSTTF will not knowingly be subject to non-SAZSTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SAZSTTFs existence and areas of concern.

17. It is agreed that there is to be no unilateral action taken on the part of the FBI or the participating Agencies relating to SAZSTTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.

18. SAZSTTF investigative leads outside of the geographic areas of responsibility for FBI Phoenix Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SAZSTTF members will be limited to those situations where it is essential to the effective performance of the SAZSTTF. These disclosures will be consistent with applicable FBI guidelines.

20. Non-FBI SAZSTTF members may not make any further disclosure of the identity of an FBI CHS, including to other members of the SAZSTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

21. In those instances where the participating Agencies provide a CHS to the FBI, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SAZSTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SAZSTTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SAZSTTF participating agency. Documentation of state, county, local or tribal CHSs opened and operated in furtherance of SAZSTTF investigations shall be maintained at an agreed to location.

C. Reports and Records

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the SAZSTTF will be made available for inclusion in the respective investigative agency's files as appropriate.

25. SAZSTTF reports prepared in cases assigned to SAZSTTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

26. Records and reports generated in SAZSTTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for the SAZSTTF.

27. SAZSTTF investigative records maintained at the Phoenix Field Office of the FBI will be available to all SAZSTTF members, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.

28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SAZSTTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SAZSTTF personnel. All evidence and original tape recordings (audio and video) acquired by the participating Agencies during the course of the SAZSTTF investigations will be maintained by the participating Agencies with adherence to their rules and policies governing the submission, retrieval, and chain of custody.

29. All SAZSTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

31. The Parties acknowledge that this MOU may provide SAZSTTF personnel with access or information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SAZSTTF personnel requires change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

32. No information possessed by the FBI, to include information derived from informal communications by a non-FBI SAZSTTF member with personnel of the FBI, may be disseminated by the non-FBI SAZSTTF member to non-SAZSTTF personnel without the permission of the SAZSTTF member's designated FBI SAZSTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, the SAZSTTF personnel will not provide any information from

their Agency to the FBI that is not otherwise available to it unless authorized by appropriate agency officials.

33. Each Party that discloses Personal Identifying Information is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

35. 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.

36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

38. SAZSTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal, local or tribal prosecution.

39. A determination will be made on a case-by-case basis whether the prosecution of SAZSTTF cases will be at the tribal, local or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SAZSTTF.

40. In the event that a state, local or tribal matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SAZSTTF case at the state, local or tribal level, the FBI agrees to provide all relevant information to state, local and tribal authorities in accordance with all applicable laws, rules, policies, and applicable legal limitations.

A. Investigative Methods/Evidence

41. For cases assigned to an FBI Special Agent or in which FBI CHS are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance.

42. In all cases assigned to SAZSTTF participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible.

43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

44. All SAZSTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES

Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

45. The parent agency of each individual assigned to the SAZSTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

46. The parent agency of each individual assigned to the SAZSTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. Members of the SAZSTTF will follow their own agency's policy concerning firearms discharge and use of deadly force.

DEPUTATIONS

48. In the event that this MOU is expanded in the future to additional local, state and tribal law enforcement personnel, said personnel so designated to the SAZSTTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SAZSTTF or until the termination of the SAZSTTF, whichever comes first.

49. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

50. In furtherance of this MOU, SAZSTTF members may be permitted to drive FBI owned or leased vehicles for official SAZSTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to an SAZSTTF member will require the execution of a separate Vehicle Use Agreement.

51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SAZSTTF business.

52. The FBI and the United States will not be responsible for any tortious act or omission on the part of the participating Agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by a SAZSTTF member, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by a NDPS SAZSTTF member while engaged in any conduct other than his or her official duties and assignments under this MOU.

54. To the extent permitted by applicable law, the participating Agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a non-FBI SAZSTTF member which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

55. The FBI and the participating Agency agree to assume all personnel costs for their SAZSTTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

PROPERTY AND EQUIPMENT

56. Property utilized by the SAZSTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SAZSTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SAZSTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SAZSTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

57. 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 hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. 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 above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

58. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SAZSTTF operations.

59. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SAZSTTF investigations may be equitably shared with the agencies participating in the SAZSTTF.

DISPUTE RESOLUTION

60. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SAZSTTF objectives.

61. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

62. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and the participating Agency's guidelines.

63. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SAZSTTF AND SECURITY CLEARANCES

64. If a non-FBI candidate for the SAZSTTF will require a Security Clearance, he or she will be contacted by FBI Security Personnel to begin the background investigation prior to the assigned start date.

65. If, for any reason, the FBI determines that the non-FBI candidate is not qualified or eligible to serve on the SAZSTTF, the participating agency will be so advised and a request will be made for another candidate.

66. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

67. Before receiving unescorted access to FBI space identified as an open storage facility, SAZSTTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SAZSTTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

68. Upon departure from the SAZSTTF, each candidate will be given a security debriefing and reminded of the provision contained in the non-disclosure agreements previously agreed to by the SAZSTTF member.

LIABILITY

69. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SAZSTTF.

70. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SAZSTTF or otherwise relating to the SAZSTTF. The participating agency acknowledges that financial and civil liability, if any, and in accordance with applicable law, for the acts and omissions of each employee detailed to the SAZSTTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a non-FBI officer assigned to the SAZSTTF the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified by law.

71. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SAZSTTF and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SAZSTTF member.

72. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SAZSTTF and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Phoenix Division, who will then coordinate the

request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SAZSTTF personnel.

73. Liability for any conduct by an SAZSTTF officer member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

74. The term of this MOU is for the duration of the SAZSTTFs operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

75. Any participating agency may withdraw from the SAZSTTF at any time by written notification to the SAZSTTF Supervisor or program manager of the SAZSTTF at least 30 days prior to withdrawal.

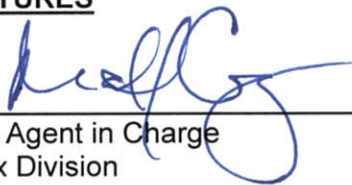
76. Upon termination of this MOU, all equipment provided to the SAZSTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SAZSTTF participation.

MODIFICATIONS

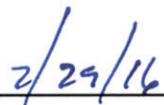
77. This agreement may be modified at any time by written consent of all involved agencies.

78. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES



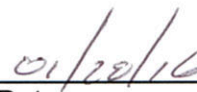
Special Agent in Charge
Phoenix Division
Federal Bureau of Investigation



Date



Mesa Police Department
Chief or Executive Director



Date