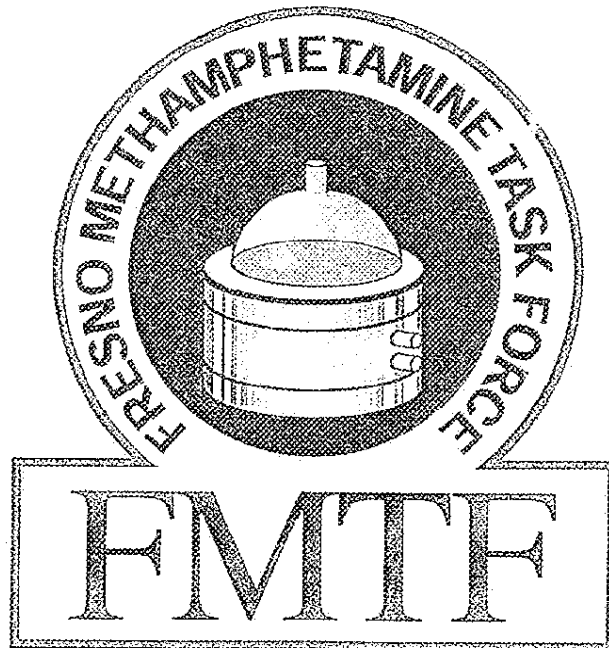


CENTRAL VALLEY HIGH INTENSITY DRUG TRAFFICKING AREA
(CV HIDTA)

FRESNO METHAMPHETAMINE TASK FORCE
(FMTF)



MEMORANDUM OF UNDERSTANDING

July 1, 2016 – June 30, 2018

MEMORANDUM OF UNDERSTANDING
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CENTRAL VALLEY HIGH INTENSITY DRUG TRAFFICKING AREA

FRESNO METHAMPHETAMINE TASK FORCE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) establishes the Central Valley High Intensity Drug Trafficking Area (CV HIDTA) Fresno Methamphetamine Task Force (FMTF). The law enforcement agencies executing this MOU do not intend it to be a joint powers agreement, nor do they intend to create through this MOU a joint powers agency or entity as such terms are defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq.

I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating law enforcement agencies hereinafter referred to as "Member Agencies" executing this MOU as they relate to the FMTF, created by the CV HIDTA area Executive Committee. Working in conjunction with one another, the Member Agencies will endeavor to effectively enforce the controlled substance laws of the State of California as expressed in the Health and Safety Code, as well as all federal laws relating to the smuggling, trafficking and manufacturing of controlled substances. By using this task force concept, the Member Agencies intend to coordinate narcotic enforcement regionally, to increase the flow of information between the law enforcement agencies participating in the FMTF, and to provide a highly trained and mobile specialized enforcement team.

II. GOVERNING BOARD

A. Membership

The FMTF will be governed by the FMTF Governing Board. The Governing Board shall establish policies and procedures for the operation of the FMTF, provide direction and oversight to the Task Force Commander, and ensure cooperation by and between the Member Agencies. The Governing Board shall be comprised of two groups of members:

Participating Agency Members - Federal, state or local law enforcement agencies that have made a personnel commitment in the form of sworn law enforcement personnel to the FMTF on a **full-time** basis during a period that this MOU is in effect. Membership ceases when a Participating Agency withdraws its personnel commitment, and the FMTF Governing Board acts to remove the agency from the Board. Each Participating Agency Member shall have one (1) vote.

Associate Agency Members - It is anticipated that other law enforcement and governmental agencies will provide commitments of sworn personnel on a part-time basis, as well as technical and legal input and support to the FMTF and its Governing Board. Representatives of those agencies will be invited to attend and participate in

FMTF Governing Board meetings. Associate Agency Members do not have the voting rights with respect to issues before the Board.

B. Voting Members from Participating Agencies

Voting Members of the FMTF Governing Board as originally constituted shall be the following persons or their designee:

- Fresno County Sheriff's Office - Sheriff
- California Department of Justice, Bureau of Investigation, Fresno Regional Office - Special Agent in Charge
- Fresno Police Department - Chief of Police
- Drug Enforcement Administration, Fresno Resident Office - Resident Agent in Charge
- Homeland Security Investigations, Fresno Resident Office - Resident Agent in Charge
- California Highway Patrol, Fresno Area Office - Captain
- Tulare County Sheriff's Office - Sheriff

C. Chairperson

One voting member of the Governing Board shall serve as Chairperson. This position shall be selected on an annual basis by a majority vote of quorum of the Governing Board. At no time, however, shall the Chairperson of the Governing Board and the Task Force Commander be members of the same law enforcement agency.

D. Conduct of Board Members

The FMTF Governing Board shall meet the first Thursday of every other month for the purpose of reviewing the activities of the FMTF, and taking any action necessary to operate the FMTF. The FMTF Governing Board shall have the latitude to convene additional meetings as deemed necessary.

1. Quorum

A quorum shall consist of a simple majority of the voting Governing Board Members or their designees. Where the composition of the Governing Board results in there being an even number of voting members, a quorum shall consist of one half of the board members, plus one (1).

2. Majority Voting

Except as otherwise expressly provided herein, any issue voted upon by the FMTF Governing Board shall be considered passed if there is simply a majority vote of the members/designees present. In the event that there are an even number of members/designees present, for the matter under consideration to be passed, approved, or adopted, there must be a vote of one half of the members/designees present, plus one (1).

III. GOALS AND OBJECTIVES

A. The FMTF will promote coordinated law enforcement efforts towards dismantling methamphetamine and THC laboratories, narcotics smuggling and distribution organizations as it affects Fresno and Madera Counties, and other surrounding areas in the Central Valley. Encouraging full cooperation between local, state, and federal law enforcement and prosecutorial agencies to pursue, disrupt, and dismantle these organizations by:

1. Identifying, arresting, and prosecuting members of criminal organizations involved in the manufacturing, smuggling, and trafficking of methamphetamine and other dangerous drugs.
2. Targeting and arresting individuals, criminal organizations, and rogue chemical companies, both here and abroad that are providing chemical and laboratory equipment to be used by these manufacturing organizations.
3. Identifying and seizing assets relating to the sale, smuggling, distribution, and manufacturing of methamphetamine and other dangerous drugs.
4. Provide follow-up investigations on major clandestine laboratory seizures, and developing evidence of links to the manufacturing, smuggling, and trafficking organizations operating these laboratories.
5. Coordinating information inquiries and submissions through Western States Information Network (WSIN) and Los Angeles Clearinghouse (LA Clear), and coordinate all investigative and enforcement activities through the Central Valley HIDTA Intelligence Center, WSIN, and LA Clear.
6. Providing all specific training pertaining to clandestine laboratory investigations and all safety precautions as required by CAL OSHA.

IV. TASK FORCE COMMANDER AND TEAM LEADERS

A. Task Force Commander

The management and supervision of the FMTF's operations and resources will be the responsibility of a Task Force Commander. The Task Force Commander shall have supervisory responsibility over the operations of the FMTF. In addition to operational responsibility, the Task Force Commander will act as a liaison between the FMTF on the one hand, and the FMTF Governing Board, the Central Valley HIDTA Executive Director, and other federal, state, and local law enforcement, prosecution and intelligence agencies operating within the Central Valley HIDTA.

At the first meeting each calendar year of the Governing Board, the Board shall select a senior supervisory agent from one of the Participating Agencies to be the Task

Force Commander. This senior supervisory agent shall be of the rank of Lieutenant or higher if from a local law enforcement agency, Special Agent Supervisor or higher if from a state law enforcement agency, or GS 14 or higher if from a federal law enforcement agency. General oversight of the Task Force Commander will be provided by the Governing Board. The Task Force Commander, with the direction of the Governing Board, shall have the authority to establish policies and procedures of the FMTF. The selection of the Task Force Commander will be done on an annual basis at the discretion of the Governing Board.

B. Team Leaders

Agents and officers assigned to the FMTF as task force members will be under the supervision of Team Leaders from Participating Agencies assigned to the FMTF. Team Leaders will be the rank of Sergeant or higher if from local law enforcement agencies, Special Agent Supervisor or higher if from a state law enforcement agency, or GS 14 or higher if from federal law enforcement agencies. The Team Leaders will work under the immediate supervision of the Task Force Commander.

C. Task Force Commander and Team Leaders' Responsibilities

Although not intended as an exclusive list of duties, the Task Force Commander and Team Leaders shall be responsible for the following in connection with FMTF operations:

1. Supervise and direct all full and part-time personnel assigned to the FMTF.
2. The Task Force Commander will ensure that the Team Leaders assigned to FMTF make every effort to be present at all planned enforcement actions to ensure proper supervision. Enforcement actions are defined as any action which may result in an arrest. The Task Force Commander will ensure that all sworn personnel will wear their department approved/issued battle dress uniform (BDU) and all safety equipment, during all planned enforcement actions.
3. Schedule and approve normal and overtime hours for all personnel assigned to the FMTF. The Task Force Commander shall schedule and approve overtime hours for the Team Leaders.
4. Prepare and maintain FMTF purchase documents, invoices, and accounting records for expenditure of funds, as well as prepare and maintain overtime records, HIDTA budget records, and arrest and seizure statistics. Prepare the FMTF Annual Report.
5. Safeguard and maintain all FMTF property, equipment, reports and evidence.
6. Prepare and present FMTF monthly activity reports to the Governing Board.
7. Insure compliance with all provisions of the FMTF Policy and Procedures Manual.

8. Coordinate requests for assistance and additional manpower with the Operations Commander of assisting agencies.
9. Ensure that all personnel abide by the DEA and *DOJ/BI Clandestine Laboratory Safety Manuals, if applicable.*

V. BUDGET

The Task Force Commander will work with the Central Valley HIDTA Executive Director to prepare each year a proposed budget for approval by the Governing Board. A monthly report of expenditures shall accompany the monthly statistics report submitted to the Board.

VI. ANNUAL REPORT

The Task Force Commander will provide the FMTF Governing Board, and any Member Agency that makes a request, an annual report of FMTF enforcement activity no later than March 15th of each year for the prior year's operations. This report will summarize the proceeding calendar year's enforcement operations and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports.

VII. FACILITIES, EQUIPMENT and PROPERTY

Any and all property, including equipment, furniture, and furnishings of whatever kind or description, purchased or acquired with funds of any Member Agency shall be the property of that Agency and at the termination of this agreement, if no new agreement is reached, all said property shall be returned to the Agency. Each Member Agency shall be responsible for maintaining records with respect to any such purchases or acquisitions.

Any and all property, including equipment, furniture, furnishings of whatever kind or description, purchased or acquired with asset forfeiture funds generated from FMTF operations, shall be the property of FMTF and at the termination of this agreement, if no new agreement is reached, all said property and/or its value, shall be distributed according to the asset forfeiture sharing distribution formula.

DOJ-BI will provide office facilities, utilities and maintenance at no cost to FMTF during the term of this MOU. In the event that this arrangement is to be modified, DOJ-BI agrees to give the FMTF Governing Board a minimum of ninety (90) days notice of any such changes so that budgetary arrangements can be made.

With respect to FMTF facilities, the following items will be paid or provided by DOJ-BI at no cost to FMTF:

1. Space will be provided by DOJ-BI. All utilities for the space will be paid by DOJ-BI.
2. Installation of telephone lines, telephone equipment and repairs, as well as payment of monthly, local, ATSS, and long distance charges.

3. Alarm and security equipment meeting the agency requirements of each Participating Agency, including maintenance and monitoring expenses.
4. Evidence storage/destruction and security.
5. CLETS machine on single or county line.
6. At least three desk top personal computers, with one printer will be maintained by DOJ-BI, which is compatible with DOJ's CIMS and GroupWise system.

VIII. ASSET FORFEITURE

Proceeds derived from asset forfeiture as a result of FMTF operations, whether under state or federal law, will be shared among Member Agencies as set forth herein. All forfeiture procedures and sharing will comply with the appropriate provisions of state and federal law, as well as the policies of the Member Agencies. Any modification to the asset forfeiture provisions of this MOU must be set forth in writing and be approved by the Governing Board.

A. Use of Asset Forfeiture Funds for FMTF Operations

The FMTF shall be assigned its own NCIC number for purposes of receiving equitable sharing of funds from state and/or federal asset forfeiture programs. The asset forfeitures funds generated by FMTF operations shall be used to supplement the budget of FMTF for operational activities, and no Member Agency entitled to a share of those funds pursuant to this MOU shall have a right to distribution of its share of those funds unless approved by the Governing Board as provided herein. The use of asset forfeiture funds in FMTF operations shall be in strict accordance with the state and federal statutes and regulations governing the use of such funds.

B. Maintenance of Asset Forfeiture Accounts

The Fresno County Sheriff's Business Office shall establish accounts for receipt and disbursement of funds generated by asset forfeiture, and all funds generated by FMTF activity shall pass through the Fresno County Sheriff's Business Office. The Fresno County Sheriff's Office Business Manager shall make disbursements in accordance with this MOU and Governing Board direction, and provide monthly accounting thereof. Monies deposited into such accounts shall be held in a manner and fashion in accordance with applicable federal and state laws. Interest earned on all funds if any, shall be deposited back into the FMTF Asset Forfeiture Account. Proceeds derived from state asset forfeiture proceedings will be deposited into the FMTF State Forfeited Asset Proceeds Fund #0095, Subclass #17663, Org #1464 and Account #5957. Proceeds derived from federal asset forfeiture proceedings will be deposited into the FMTF Federal Forfeited Asset Proceeds Fund #0095, Subclass #17661, Org #1462 and Account #5957. Approved expenditures of asset forfeiture funds shall specify the account from which the funds are to be taken.

C. Limitation on Asset Forfeiture Account Balances

The limit on the aggregate funds to be maintained in the State and Federal Forfeited Asset Proceeds Accounts will be \$1,000,000.00. If the aggregate State and Federal forfeited assets exceeds \$1,000,000.00, the Governing Board shall vote on a disbursement according to the Equitable Sharing Formula established herein.

D. Right to Equitable Share upon Withdrawal from FMTF

1. A Member Agency that withdraws from the FMTF must provide written notice of its decision to the Chairperson of the Governing Board. That withdrawing agency, if eligible, will be entitled to a share of the funds in the asset forfeiture accounts which have not been obligated to ongoing FMTF operations at the time of its withdrawal, and a share of all future asset forfeiture funds for the cases originated while that agency participated in FMTF. The asset forfeiture account balances used to establish the amount of the equitable share shall be determined by the Governing Board as of the date of the Member Agency's withdrawal from the FMTF.
2. All Member Agencies agree that the FMTF Governing Board shall have one (1) calendar year following the effective date of the Agency's withdrawal from FMTF to approve the payment to that agency of its equitable share of funds in the asset forfeiture accounts.

E. Equitable Sharing Formula

1. Participating Agencies with full-time sworn personnel assigned to the FMTF shall be entitled to a minimum of one full share for each sworn officer or agent.
2. Disbursements of asset forfeiture seizure funds will be discussed and approved by the Governing Board as the need arises.
3. Each Member Agency, by virtue of the signature of the department head affixed to this MOU, agrees that any distribution from the FMTF asset forfeiture accounts to an eligible Member Agency will be made in accordance with these asset forfeiture provisions. The distribution of shares outlined in this section shall be approved by the Governing Board annually, but may be adjusted from time-to-time when there is a change in assigned personnel. The allocation of shares at the time of the approval of this MOU is as follows:

Full Shares

Fresno County Sheriff's Office	5 Shares
CA DOJ/ Bureau of Investigation	1 Share
California Highway Patrol	1 Share
Fresno Police Department	1 Share
Homeland Security Investigations	1 Share
Drug Enforcement Administration	1 Share
Tulare County Sheriff's Office	1 Share

4. Federal law enforcement agencies shall be entitled to participate in the sharing of asset forfeiture funds or the use of seized assets as provided in the policies of those agencies, and to the extent authorized by federal law.

IX. ADMINISTRATION and AUDIT

Under no circumstances shall any Member Agency charge any indirect administrative or operational cost arising from its participation in this MOU to any other Member Agency or the FMTF for administration or implementation of this agreement during the term thereof. Any and all records pertaining to the FMTF expenditures shall be maintained at a location designated by the FMTF Governing Board, and those records must be readily available and provided without any undue delay for examination or audit by any federal, state, or local governmental agency authorized by law to conduct such an examination or audit. In addition, all records and reports generated by FMTF shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years following termination of this MOU, whichever is sooner.

X. NON-DISCRIMINATION CLAUSE

All Member Agencies shall comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 CFR part 42, Subparts C, F, G, H and I.

XI. POLICY and PROCEDURES MANUAL

State and local agencies participating in the FMTF agree that their assigned team leaders and agents will adhere to the policies and procedures established in the FMTF Policy and Procedure Manual. U.S. Drug Enforcement Administration and Homeland Security Investigations assigned personnel will adhere to the policies and procedures in the established FMTF Policy and Procedure manual to the extent that they do not violate or conflict with a Federal law or regulation and with U.S. Department of Justice policy and procedure.

If a question regarding policies and procedures arises, and the matter is not specifically addressed in the FMTF Policy and Procedures Manual, the affected personnel shall act in accordance with their parent agency's policies and procedures on the subject, and advise a Team Leader and/or Task Force Commander of the situation. The Task Force Commander shall report the conflict in writing to the Chairperson of the Governing Board within twenty-four (24) hours, and a meeting of the Governing Board shall be convened as soon as practical to address the issue.

XII. TERM OF AGREEMENT

The term of this agreement is for the period beginning July 1, 2016 through June 30, 2018. Every term thereafter will be two year terms. The term of this MOU may be amended by vote of the FMTF Governing Board. The FMTF will only be responsible for financial obligations incurred by FMTF participating agencies during the time this agreement is in force and effect. **Any agency may withdraw from the MOU at any time by providing the Task Force Commander verbal notice, provided it is followed by written notice to the Chairperson of the Board, containing the effective date of withdrawal.**

XIII. TRAINING

FMTF agents may receive training as deemed necessary and appropriate by the Task Force Commander and Governing Board, which will be paid for from CV HIDTA funds where available. The FMTF shall, with the guidance of the FMTF Governing Board and the resources of the participating agencies, provide the staff of the FMTF with appropriate professional training as may be required for the fulfillment of their duties.

XII. COMPENSATION

During the period of assignment to the FMTF, the Participating Agencies shall remain responsible for establishing the salaries and benefits including, but not limited to, overtime and Worker's Compensation Insurance, and for compensating their assigned personnel. However, subject to availability of funds, the Participating Agencies shall be reimbursed from FMTF budget funds provided by the Central Valley HIDTA for overtime compensation paid to their assigned personnel in connection with their FMTF activities. Overtime will be reimbursed the maximum allowed by HIDTA in a given fiscal year. Payment for overtime wages in excess of the yearly allotment will be the obligation of the Participating Agencies and/or FMTF, and must be made from non-HIDTA funds. The Task Force Commander will coordinate with the Participating Agencies to forward all approved overtime reimbursement claims directly to the Fresno County Sheriff's Office for reimbursement to the participating agency.

A. Instructions for Reimbursements

1. Each Participating Agency is responsible for completing a letter/memo verifying the amount of regular salary and overtime pay for each agent needing overtime reimbursement. This letter is needed each time the pay rate is changed. For example: If the agent receives a pay raise, a new letter would need to be

completed. It will be the agency's responsibility to notify FMTF of changes in payroll.

2. The letter/memo can be signed or initialed by a representative of the agency that has access to payroll information, such as the payroll clerical staff, attendance clerk, account clerk, management staff, etc.
3. The letter should be mailed to the Central Valley HIDTA Fiscal Officer which is currently the Fresno County Sheriff's Office. It will be on file and used for each overtime reimbursement request.
4. Agents should complete a copy of an overtime reimbursement claim form indicating the overtime hours worked and the case number (if possible). NO overtime billed or paid to another agency, including OCDEF, should be listed on the FMTF claim. Once completed the overtime reimbursement form must be signed by the agent and their supervisor. The original is required by FMTF.
5. Backup documentation must be included for all overtime claims. This can be a copy of time cards or any documentation that an auditor could look at and verify the overtime spent on FMTF. Only FMTF related overtime shall be reimbursed.
6. Overtime reimbursements are in accordance with established Department of Justice Federal limits. Currently this is 25% of GS-12 Step 1 for Law Enforcement not adjusted for locale (this sets the amount of reimbursement per grant).
7. Payments for overtime reimbursement will be made through the Fresno County Sheriff's Office, which is the pass-thru-agency for the Central Valley HIDTA. The Fresno County Sheriff's Office shall be updated with current Participating Agency addresses for mailing of reimbursement checks and applicable invoices.

XIII. TASK FORCE PERSONNEL AND EQUIPMENT RESOURCES

A. Equipment

The Participating Agencies shall ensure that their assigned personnel shall have the following agency provided equipment:

1. One undercover vehicle and mobile police radio
2. One portable radio
3. Full standard compliment of investigative and safety equipment, as issued by the parenting agency
4. Raid gear and protective ballistic body vests

B. Personnel

The Participating Member Agencies have committed **Full-Time** personnel to the FMTF as follows:

Full Time:

Fresno County Sheriff's Office:	1 Sergeant & 4 Detectives
CA DOJ, Bureau of Investigation:	1 Special Agent Supervisor
Fresno Police Department:	1 Detective
Homeland Security Investigations:	1 Special Agent
California Highway Patrol:	1 Highway Patrol Officer
Drug Enforcement Administration:	1 Special Agent
Tulare County Sheriff's Office:	1 Detective

XIV. LIABILITY, INDEMNIFICATION AND RESPONSIBILITY

For the purpose of indemnification, each Member Agency shall be responsible for the acts, errors or omissions of its assigned officers, agents or employees, and shall incur any liabilities arising out of the services and activities of those officers or agents while participating in the FMTF. Personnel assigned to the FMTF shall be deemed to be continuing under the employment of their respective agencies, and shall continue to have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

No Member Agency shall be responsible for the acts, errors, or omissions of another Member's Agency's officers, agents or employees, nor incur any liabilities arising out of the services and activities of another Member's Agency's officers, agents or employees.

In the event of a non-criminal claim (Underlying Claim) by a third party against any one or more Member Agencies based on the FMTF activities, all Member Agencies agree to defer any claims against another participating agency, unless the statutory time restrictions are about to expire, its officer(s) or employees until the Underlying Claim is settled or otherwise determined. Thereafter, any claims between or among Member Agencies shall be resolved in accordance with law. Immediately upon receiving such a claim, the Task Force Commander and/or Board Chairperson shall provide the parent agency of the FMTF members involved in the incident with a copy of the claim.

XV. CONFINED SPACES

FMTF agents, officers and employees shall not enter "confined spaces" (as defined in Title 8, United States Code, Section 5156, General Industry Safety Orders) unless the Task Force Commander trains, equips, and operates the task force pursuant to Title 8, United States Code, Section 5157 et seq.

XVI. OFFICER INVOLVED SHOOTING

In the event of a shooting incident, Member Agencies agree that the law enforcement agency in whose jurisdiction the shooting occurred will conduct the investigation. The affected agency(s) may conduct internal investigations regarding the shooting incident according to their own policies and guidelines. Information developed during a shooting investigation will be shared with the appropriate component within each agency. The investigation of officer-involved shootings shall be conducted in accordance with all applicable federal and state laws, as well as the formally adopted internal policies and procedures of the Participating Agencies, and any other federal, state, or local governmental agency authorized by law to conduct such an investigation.

XVII. VEHICLE OPERATION

It is the policy of the FMTF that utilization of all vehicles under its jurisdiction shall be in strict compliance with applicable state and federal laws, and the rules and regulations of the Member Agencies applicable to each FMTF agent or officer. Each FMTF member will be assigned a vehicle which he/she will utilize in the performance of his/her official duties. This vehicle will be assigned for take home purposes as it will frequently be necessary to respond from the investigator's home directly to an investigation. No FMTF member shall operate his/her assigned vehicle for purposes other than to conduct his/her official duties or travel to and from said duties.

It is the duty of each FMTF member and that member's parent agency to insure that his/her vehicle is in proper working condition at all times. Such working condition is to include regular maintenance of the vehicle and the radio system. Member Agencies shall be responsible for the routine maintenance and repair of the vehicles operated by their personnel assigned to the FMTF.

Any FMTF member, who is involved in an accident in a vehicle assigned to FMTF, will summon the law enforcement agency of the jurisdiction in which the accident occurs to handle the on-scene investigation or the California Highway Patrol if no local law enforcement agency is available to respond.

XVIII. CITIZEN COMPLAINTS

The FMTF will establish and set forth in the Policy and Procedure Manual a process for accepting and handling complaints received at the task force level. The FMTF will utilize the Participating Agencies approved forms for accepting these complaints.

XIX. DISCIPLINARY PROCESS

Informal action may be taken by the Task Force Commander to establish the change(s) that must take place in the FMTF member's conduct or performance during a specified time frame. The Task Force Commander will notify the parent agency of such action, and discuss the steps taken to correct the problem.

When the Task Force Commander concludes that the informal action has not corrected the employee's conduct or performance, or a serious infraction of law, rules or standards has taken place, the Task Force Commander will advise the Chairperson of the Governing Board of the situation. The Chairperson will contact the representative of affected parent agency, who will be responsible for coordinating and handling formal discipline and resolution of the matter.

XX. DURATION OF PERSONNEL ASSIGNMENT

The decision of when to replace Task Force assigned personnel will be at the discretion of the Participating Agency. It is recommended that personnel be assigned to the Task Force for a minimum of two (2) years. The Governing Board shall have the authority to remove personnel from the FMTF and return them to the Participating Agency. If no other personnel are assigned to the FMTF, the Participating Agency can choose to assign a different person, or withdraw from the FMTF.

XXI. ANNUAL PERFORMANCE REPORTS

If requested by the parent agency of an FMTF member, a performance evaluation shall be prepared by the Task Force Commander and Team Leader on FMTF personnel. The procedures for completing such evaluations shall be set forth in the Policy and Procedures Manual. It will be the responsibility of the parent agency to discuss the evaluation with the FMTF member, and to determine whether a Team Leader or the Task Force Commander should participate in the review process as well.

XXII. PRESS POLICY

The Press Policy of the FMTF shall be set forth in the Policies and Procedures Manual, and shall conform to the United States Department of Justice Official Press Policy, adopted by the Central Valley HIDTA Executive Committee for all the enforcement initiatives of the Central Valley HIDTA.

Media that arrives on the scene of an ongoing enforcement operation shall be dealt with in accordance with the guidelines set forth in the FMTF Manual. Media representatives shall not be invited to accompany FMTF personnel during enforcement operations unless expressly approved by the Governing Board.


XXIII. SIGNATURES

The undersigned represents that he/she has the authority to execute this agreement on behalf of the Member Agency that they represent. The parties, evidenced by their signatures hereto, agree that this MOU shall be effective upon approval of all Member Agencies, and shall remain in full force and effect until that Member Agency withdraws from the FMTF as provided herein. It is further acknowledged by all parties that certain portions of this agreement may require amendments during the term of the MOU.

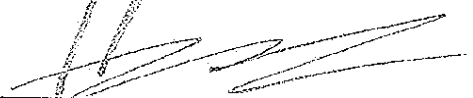
If any provision of this MOU is held invalid or unconstitutional, such decision shall have no affect on the validity of the remaining provisions of the MOU and such remaining provisions shall continue to remain in full force and effect.

AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:

CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU OF INVESTIGATION


Larry Wallace, DLE Director

9/20/2016
Date


John Marsh, BI Chief

9/19/16
Date


Rachel Capello, BI Special Agent in Charge

05/05/16
Date


David Harper, DAS Assistant Director

10-5-16
Date

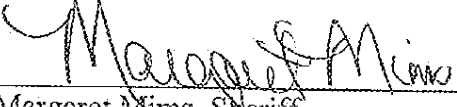
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AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:

FRESNO COUNTY SHERIFF'S OFFICE



Margaret Mims, Sheriff



Date

XXIII. SIGNATURES

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AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:

FRESNO POLICE DEPARTMENT


Jerry Dyer, Police Chief

5/5/16
Date

XXIII. SIGNATURES

The undersigned represents that he/she has the authority to execute this agreement on behalf of the Member Agency that they represent. The parties, evidenced by their signatures hereto, agree that this MOU shall be effective upon approval of all Member Agencies, and shall remain in full force and effect until that Member Agency withdraws from the FMTF as provided herein. It is further acknowledged by all parties that certain portions of this agreement may require amendments during the term of the MOU.

If any provision of this MOU is held invalid or unconstitutional, such decision shall have no affect on the validity of the remaining provisions of the MOU and such remaining provisions shall continue to remain in full force and effect.

AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:

CALIFORNIA HIGHWAY PATROL, FRESNO AREA OFFICE

for 

Craig Kunzler, Commander

5-5-16

Date


XXIII. SIGNATURES

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AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:

HOMELAND SECURITY INVESTIGATIONS



Ryan Spradlin, Special Agent in Charge

MAY 13 2016

Date

XXIII. SIGNATURES

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AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:

DRUG ENFORCEMENT ADMINISTRATION

John J. Martin, Special Agent in Charge

Date

XXIII. SIGNATURES

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If any provision of this MOU is held invalid or unconstitutional, such decision shall have no affect on the validity of the remaining provisions of the MOU and such remaining provisions shall continue to remain in full force and effect.

AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:

TULARE COUNTY SHERIFF'S OFFICE

Mike Boudreaux
Mike Boudreaux, Sheriff

09-01-14
Date

APPROVE AS TO FORM:

COUNTY COUNSEL

BY L. W. [Signature]
DEPUTY

20161574

2-23-15