

**CENTRAL VALLEY HIGH INTENSITY DRUG TRAFFICKING AREA  
(CV HIDTA)**

**HIGH IMPACT INVESTIGATION TEAM  
(HIIT)**



**MEMORANDUM OF UNDERSTANDING**

**July 1, 2018 – June 30, 2020**

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## ***CENTRAL VALLEY HIGH INTENSITY DRUG TRAFFICKING AREA***

### ***HIGH IMPACT INVESTIGATION TEAM***

#### ***MEMORANDUM OF UNDERSTANDING***

This Memorandum of Understanding (MOU) establishes the Central Valley High Intensity Drug Trafficking Area (CV HIDTA), High Impact Investigation Team (HIIT). 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 HIIT, formerly known as the Fresno Methamphetamine Task Force (FMTF). Working in conjunction with one another, the Member Agencies will endeavor to effectively enforce the laws of the State of California including Penal Code, Health and Safety Code, and applicable federal laws related to the manufacturing, smuggling, and distribution of all illicit narcotics and dangerous drugs; and relating to violent crime, to include street terrorism and gang related crimes. Use of the task force concept is intended to ensure well rounded and coordinated narcotic, gang and violent crime investigation and enforcement regionally and increase the flow of the information between participating agencies as well as law enforcement agencies on the periphery of the counties Fresno, Kings and Tulare. All participating agencies share the same purpose of reducing organized drug trafficking, violent crime and gang activity in our area of responsibility by providing a highly trained and mobile specialized enforcement team.

#### **II. GOVERNING BOARD**

##### **A. Membership**

The HIIT will be governed by the HIIT Governing Board. The Governing Board shall establish policies and procedures for the operation of the HIIT, 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 HIIT 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 HIIT 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 HIIT and its Governing Board. Representatives of those agencies will be invited to attend and participate in HIIT 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 HIIT 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
- Homeland Security Investigations, Fresno Resident Office – Resident Agent in Charge
- California Highway Patrol, Fresno Area Office – Captain
- Kings County Sheriff's Office – Sheriff
- Tulare County Sheriff's Office – Sheriff
- Fresno County District Attorney's Office – District Attorney

#### 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 HIIT Governing Board shall meet the first Thursday of every other month for the purpose of reviewing the activities of the HIIT, and taking any action necessary to operate the HIIT. The HIIT 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 HIIT 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 HIIT will promote coordinated law enforcement efforts towards dismantling drug manufacturing, smuggling and distribution of organizations as well as assist partner agencies with violent crime and gang investigations as it affects Fresno, Tulare and Kings 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 controlled substances as well as criminal organizations involved in violent crime and gang activity.
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 all investigative and enforcement activities, information inquiries and submissions through Western States Information Network (WSIN) and the Los Angeles Clearinghouse (LA Clear).
6. Providing all specific training pertaining to clandestine laboratory investigations and all safety precautions as required by CAL OSHA.
7. Providing specific training and specialized equipment to enhance investigations with the most current technology.

#### IV. TASK FORCE COMMANDER AND TEAM LEADERS

##### A. Task Force Commander

The management and supervision of the HIIT'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 HIIT. In addition to operational responsibility, the Task Force Commander will act as a liaison between the HIIT on the one hand, and the HIIT 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.

General oversight of the Task Force Commander will be provided by the Governing Board. The Task Force Commander, under the direction of the Governing Board shall have the authority to establish policies and procedure of the HIIT.

##### B. Team Leaders

Agents and officers assigned to the HIIT will be at times under the supervision of Team Leaders from Participating Agencies assigned to the HIIT. 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 HIIT operations:

1. Supervise and direct all full and part-time personnel assigned to the HIIT.
2. The Task Force Commander will ensure that the Team Leaders assigned to HIIT 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/HIDTA 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 HIIT. The Task Force Commander shall schedule and approve overtime hours for the Team Leaders.
4. Prepare and maintain HIIT 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 HIIT Annual Report.

5. Safeguard and maintain all HIIT property, equipment, reports and evidence.
6. Prepare and present HIIT bi-monthly activity reports to the Governing Board.
7. Insure compliance with all provisions of the HIIT 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 **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. The task force account balances will be provided bi-monthly to the Governing Board.

#### VI. ANNUAL REPORT

The Task Force Commander will provide the HIIT Governing Board, and any Member Agency that makes a request, an annual report of HIIT enforcement activity no later than **March 15** 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 bi-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 or acquired with asset forfeiture funds generated from HIIT operations 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 purchasing Agency per page 6 of Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies current July 2018 edition. Each Member/Purchasing Agency and HIIT shall be responsible for maintaining records with respect to any such purchases or acquisitions.

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

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

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 desktop 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 HIIT 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 HIIT Operations

HIIT 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 HIIT operations shall be used to supplement the budget of HIIT for operational activities including equipment purchases and services. The equipment purchased with asset forfeiture funds shall be tracked by the commander on a spreadsheet per calendar year. Items valued over \$5,000.00 will be given a HIIT numbered decal and purchasing agencies' decal to affix to the item and then tracked in a spreadsheet. The use of asset forfeiture funds in HIIT operations shall be in strict accordance with the state and federal statutes and regulations governing the use of such funds. 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.

##### B. Maintenance of Asset Forfeiture Accounts

HIIT shall maintain an asset forfeiture tracking program of all asset seizures. The Fresno County Sheriff-Coroner's Office as the fiduciary agency shall be responsible for receiving and administering all HIIT State and Federal asset forfeiture funds including the receipt and disbursement of funds generated by asset forfeiture, and all funds generated HIIT activity shall pass through the Fresno County Sheriff-Coroner's Business Office. The HIIT Task Force Commander and designated asset forfeiture



coordinator shall be notified of all asset forfeiture funds received by the Business Office when they are received. The Fresno County Sheriff-Coroner's Business Office 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 HIIT Asset Forfeiture Account. Proceeds derived from state asset forfeiture proceedings will be deposited into the HIIT State Forfeited Asset Proceeds Fund #0095, Subclass #17663, Org #1464 and Account #3315. Proceeds derived from federal asset forfeiture proceedings will be deposited into two (Treasury and DOJ) Fresno County Sheriff-Coroner's Federal Forfeited Asset Proceeds Funds #0095, Subclass #17658, Org #1459 and Account #3315 (DOJ) and Subclass #17665, Org #1466, Account #3315 (Treasury) and earmarked for use in support of the HIIT task force's operations. 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 HIIT

1. A Member Agency that withdraws from the HIIT 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 HIIT 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 HIIT. 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 HIIT.
2. All Member Agencies agree that the HIIT Governing Board shall have one (1) calendar year following the effective date of the Agency's withdrawal from HIIT 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 HIIT 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 HIIT 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	4 Shares
CA DOJ/ Bureau of Investigation	1 Share
California Highway Patrol	1 Share
Fresno Police Department	1 Share
Homeland Security Investigations	1 Share
Tulare County Sheriff's Office	1 Share
Kings County Sheriff's Office	1 Share
Fresno County District Attorney'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 HIIT for administration or implementation of this agreement during the term thereof. Any and all records pertaining to the HIIT expenditures shall be maintained at a location designated by the HIIT 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 HIIT 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. NONDISCRIMINATION 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 PROCEDURE MANUAL**

State and local agencies participating in the HIIT agree that their assigned team leaders and agents will adhere to the policies and procedures established in the HIIT 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 HIIT 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 HIIT Policy and Procedures Manual, the affected personnel shall act in accordance with their parent agency's policies and procedures on the subject, and advise the 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, 2018 through June 30, 2020. Every term thereafter will be two year terms. The term of this MOU may be amended by vote of the HIIT Governing Board. The HIIT will only be responsible for financial obligations incurred by HIIT 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 within 30 days to the Chairperson of the Board, containing the effective date of withdrawal.

## **XIII. TRAINING**

HIIT 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 HIIT shall, with the guidance of the HIIT Governing Board and the resources of the participating agencies, provide the staff of the HIIT with appropriate professional training as may be required for the fulfillment of their duties. The HIIT Task Force Commander will assign a HIIT analyst to document and track the training HIIT personnel receive while assigned to the task force.

## **XIV. COMPENSATION**

During the period of assignment to the HIIT, 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 HIIT budget funds provided by the Central Valley HIDTA for overtime compensation paid to their assigned personnel in connection with their HIIT 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 HIIT, and must be made from non-HIDTA funds (asset forfeiture 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.

#### XV. INSTRUCTIONS FOR REIMBURSEMENT

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 HIIT 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 OCDETF, should be listed on the HIIT claim. Once completed the overtime reimbursement form must be signed by the agent and their supervisor. The **original** is required by HIIT.
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 HIIT. Only HIIT 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.

#### XVI. 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; and
5. One computer, either laptop or desktop

**B. Personnel**

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

Fresno County Sheriff's Office:	1 Sergeant & 3 Detectives
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
Tulare County Sheriff's Office	1 Detective
Kings County Sheriff's Office	1 Detective
Fresno County District Attorney's Office	1 Investigator

**XVII. 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 HIIT. Personnel assigned to the HIIT 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 HIIT 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 HIIT members involved in the incident with a copy of the claim.

#### XVIII. CONFINED SPACES

HIIT agents, officers and employees shall not enter Aconfined 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.

#### XIX. 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.

#### XX. VEHICLE OPERATION

It is the policy of the HIIT 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 HIIT agent or officer. Each HIIT 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 HIIT 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 HIIT 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 HIIT.

Any HIIT member, who is involved in an accident in a vehicle assigned to HIIT, 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.

#### XXI. CITIZEN COMPLAINTS

The HIIT 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 HIIT will utilize the Participating Agencies approved forms for accepting these complaints.

## XXII. DISCIPLINARY PROCESS

Informal action may be taken by the Task Force Commander to establish the change(s) that must take place in the HIIT 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.

## XXIII. 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 three (3) years. The Governing Board shall have the authority to remove personnel from the HIIT and return them to the Participating Agency. If no other personnel are assigned to the HIIT, the Participating Agency can choose to assign a different person, or withdraw from the HIIT.

## XXIV. ANNUAL PERFORMANCE REPORTS

If requested by the parent agency of an HIIT member, a performance evaluation shall be prepared by the Task Force Commander and Team Leader on HIIT 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 HIIT member, and to determine whether a Team Leader or the Task Force Commander should participate in the review process as well.

## XXV. PRESS POLICY

The Press Policy of the HIIT 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 HIIT Manual. Media representatives shall not be invited to accompany HIIT personnel during enforcement operations unless expressly approved by the Governing Board.

## XXVI. 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 HIIT 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**

\_\_\_\_\_  
Kevin Gardner, DLE Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Caligiuri, BI Interim Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rachel Capello, BI Special Agent in Charge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Ryan, Division of Operations Chief

\_\_\_\_\_  
Date



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**AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:**

**FRESNO COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Margaret Mims, Sheriff

\_\_\_\_\_  
Date

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**AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:**

**FRESNO POLICE DEPARTMENT**

\_\_\_\_\_  
Jerry Dyer, Police Chief

\_\_\_\_\_  
Date

## XXVI. 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 HIIT 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**

\_\_\_\_\_  
Eric Walker, Captain

\_\_\_\_\_  
Date

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**AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:**

**HOMELAND SECURITY INVESTIGATIONS**

\_\_\_\_\_  
Craig Finley, Resident Agent in Charge

\_\_\_\_\_  
Date

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**AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:**

### TULARE COUNTY SHERIFF'S OFFICE

*A. S. Chui Khner*  
Mike Boudreaux, Sheriff-Coroner

12-12-18  
Date

\_\_\_\_\_  
J. Steven Worthley, Chairman  
Tulare County Board of Supervisors

\_\_\_\_\_  
Date

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

APPROVE AS TO FORM:  
COUNTY COUNSEL

BY *E. Scott*  
DEPUTY 20181888

By \_\_\_\_\_  
Deputy Clerk

## **XXVI. SIGNATURES**

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**AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:**

**KINGS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
David Robinson, Sheriff

\_\_\_\_\_  
Date

## XXVI. SIGNATURES

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**AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:**

**FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE**

\_\_\_\_\_  
Lisa Smittcamp, District Attorney

\_\_\_\_\_  
Date