

***TULARE COUNTY AGENCIES  
REGIONAL GANG ENFORCEMENT TEAM***

***TARGET***

***MEMORANDUM OF UNDERSTANDING***

*This Memorandum of Understanding (MOU) to establish the TULARE COUNTY AGENCIES REGIONAL GANG ENFORCEMENT TEAM (hereinafter TARGET) is entered into by the California Department of Justice, Bureau of Investigation (hereinafter BI) and the following participating agencies:*

*California Department of Justice, Bureau of Investigation*

*California Department of Corrections and Rehabilitation, Special Service Unit*

*California Highway Patrol*

*Tulare County Sheriff's Department*

*Visalia Police Department*

***September 1, 2019-August 31, 2021***

**TULARE COUNTY AGENCIES REGIONAL GANG ENFORCEMENT TEAM  
(TARGET)**

**Memorandum of Understanding  
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## **I. PURPOSE**

The purpose of this memorandum is to set forth the responsibilities of the participating agencies in the Tulare County Agencies Regional Gang Enforcement Team (TARGET). Working cooperatively, the participating agencies will endeavor to effectively enforce the laws of the State of California including the Penal Code, Vehicle Code, Health and Safety Code, and applicable federal laws relating to violent crime, street terrorism and gang related crimes. Agencies participating in TARGET will be focusing their efforts toward the suppression of organized street gang activities occurring in Tulare County. The primary use of this task force is to gather intelligence on the illegal activities of all street gang members, with an emphasis on the identification of the core and upper level members. As information is gathered that is deemed actionable, TARGET will take action to suppress these illegal activities, or pass the information along to the appropriate agencies to take such action.

## **II. MISSION**

The mission of the Tulare County Agencies Regional Gang Enforcement Team (TARGET) is to allocate resources from all Tulare County cities and other allied law enforcement agencies, for the purpose of securing the homeland by promoting safe, secure neighborhoods free of violent crime and gang violence.

The goals and objectives of the TARGET are as follows:

1. To gather intelligence on the illegal activities of gangs operating in and effecting the citizens of Tulare County. To maintain and/or use an intelligence system that conforms to the operating principles of Section 28 Part 23 of the Code of Federal Regulations (CFR).
2. To prevent and deter violent crime and gang activity through education and the promotion of positive commitments, beliefs, activities, and attachments.
3. To intervene and hold accountable, both adults and youth exhibiting delinquent behaviors leading to the formation of gangs and gang membership.
4. To suppress and deter gang activity and violent crime through enforcement, intensive supervision, vertical prosecution, the collection and dissemination of criminal intelligence, and by utilizing major investigative techniques which include the use of informants, undercover personnel, search warrants, visual surveillance and electronic surveillance.

### III. EXECUTIVE COMMITTEE

TARGET will be governed by an "Executive Board."

#### EXECUTIVE BOARD CHAIRPERSON

The TARGET Executive Board shall annually elect a Chairperson for the Executive Board. The Chairperson will be the Task Force Commander's primary contact with the Executive Board on normal matters, and will bring to the Executive Board's attention any matter which would require a consensus of the Executive Board prior to a regularly scheduled monthly meeting. The Chairperson shall also preside over TARGET Executive Board meetings, and is responsible for the formulation of minutes for the meetings. The Chairman shall notify Executive Board members of upcoming meetings, and shall have authority to represent the board in matters that require immediate response on behalf of the board. The Chairperson shall not be a member of the Bureau of Investigation (BI).

#### CHANGES IN ORGANIZATION

In the event that a member, or members, of the TARGET Executive Board wish to change a task force procedure or policy as expressed in this agreement, or the task force policy and procedure manual, those changes will be made with the consent of the entire Executive Board resulting from a majority vote in favor of such a change. The Chairperson of the TARGET Executive Board shall notify the Task Force Commander of the pertinent policy changes prior to the effective date of such change.

- \* **Participating Agency** - A "Participating Agency" is an allied state, federal or local law enforcement agency that has made a commitment of resources and manpower for an agreed upon period of time.
- \* **Structure** - The Task Force Executive Board will consist of the Special Agent in Charge (SAC) of the Fresno BI Regional Office, or their designee, and the department heads of each participating agency, or their designee.
- \* **Role** - The Task Force Executive Board shall meet on a monthly basis, or as required for the purpose of reviewing the activities of the TARGET. The members of the Executive Board shall have general responsibility for the oversight of TARGET operations.
- \* **Policy Authority** - The TARGET Executive Board shall be responsible for the policies and operating procedures of TARGET. The Executive Board shall periodically review and evaluate the TARGET operations, goals, objectives, policies and procedures.

#### **IV. MANAGEMENT**

The management and supervision of TARGET resources will be the responsibility of the Task Force Commander. The Task Force Commander shall retain supervisory control of the personnel assigned to TARGET. When the number of local law enforcement personnel from participating agencies drops below four, BI may terminate the MOU.

#### **V. TASK FORCE COMMANDER**

A Special Agent Supervisor (SAS) from BI shall be responsible for managing TARGET and will report to the Executive Board through the Chairperson of the Executive Board. The Task Force Commander takes direction from the Chairperson of the Executive Board. The Task Force Commander will provide the Executive Board with monthly and annual reports of TARGET activities. Any personnel assigned to TARGET shall work under the immediate supervision and direction of the Task Force Commander, and shall adhere to the published policies and procedures of TARGET as adopted by the TARGET Executive Board.

#### **VI. COMPENSATION**

Each participating agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with FLSA regulations. Overtime concerns, due to potential budgetary impact, must be an item of communication between each agency responsible for payment and the Task Force Commander.

#### **VII. BUDGET**

The Task Force Commander will prepare a proposed budget each year for the ensuing fiscal/calendar year for approval by the TARGET Executive Board. A monthly report of expenditures shall accompany the monthly statistics report submitted to the TARGET Executive Board as outlined in the Policies & Procedures Manual.

#### **VIII. TRAINING**

Training is handled by participating agencies according to their individual budgets. A yearly training plan for all task force personnel, sworn and non-sworn, shall be prepared upon their assignment to the task force. In addition, a yearly group training plan shall be prepared and submitted with the TARGET yearly budget proposal.

#### **IX. ANNUAL REPORT**

The Task Force Commander will provide the TARGET Executive Board and BI Headquarters with an annual report of activity no later than March 15th of each year. This report will summarize the preceding calendar years operation, and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports. The report shall contain sufficient information regarding trends to enable the Executive Board to reassess task force goals and objectives.

## **X. RESOURCES**

Each of the below listed agencies have agreed, by virtue of the signature of the department head affixed to this MOU, to contribute the following personnel and/or resources to the TARGET in each year of this agreement.

Each TARGET member agrees that task force members may utilize vehicles belonging to another Participating Agency as ordered by the Task Force Commander in order to carry out the goals and objectives of TARGET subject to applicable policies or procedures set forth by the TARGET Executive Board concerning the usage of vehicles by Participating Agencies.

The Participating Agency employing the driver of the vehicle shall be solely responsible for any and all claims, losses, or damages related to the use of the vehicle. The employer of the vehicle driver hereby agrees to indemnify and hold harmless the other Participating Agencies against any and all losses, damages, claims, expenses, and other liabilities, including without limitation, reasonable attorney's fees, resulting from or arising out of an employee using another Participating Agency's vehicle.

The Participating Agency that owns the vehicle shall be solely responsible for any and all claims, losses, or damages, related to the maintenance and care of the vehicle. The owner of the vehicle hereby agrees to indemnify and hold harmless the other Participating Agencies against any and all losses, damages, claims, expenses, and other liabilities, including without limitation, reasonable attorney's fees, resulting from or arising out of the maintenance or care of the vehicle.

### **RESOURCES**

#### **BUREAU OF INVESTIGATION**

1. (1) one Special Agent Supervisor
2. (1) one vehicle including cost of operation
3. Standard compliment of investigative and safety equipment
4. (1) personal computer for the use of the Special Agent Supervisor

#### **CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, SSU**

1. (1) one Special Agent
2. (1) one vehicle including cost of operation
3. Standard compliment of investigative and safety equipment
4. (1) personal computer for the use of the Special Agent

## **CALIFORNIA HIGHWAY PATROL**

1. (1) one Investigator
2. Standard compliment of investigative and safety equipment
3. (1) personal computer for the use of the Investigator

## **TULARE COUNTY SHERIFF'S DEPARTMENT**

1. (1) one Investigator
2. (1) one vehicle including cost of operation
3. Standard compliment of investigative and safety equipment
4. (1) personal computer for the use of the Investigator

## **VISALIA POLICE DEPARTMENT**

1. (1) one Administrative support staff person
2. (1) one Investigator
3. (1) one vehicle including cost of operation
4. Standard compliment of investigative and safety equipment
5. Office space, including access to utilities, not limited to telephone and internet service, 24 hour monitored office security, and maintenance of all evidence and or property seized by TARGET
6. (1) personal computer for the use of the support staff
7. (1) personal computer for the use of the Investigator

## **XI. FACILITIES, EQUIPMENT AND PROPERTY**

When the number of law enforcement personnel from local participating agencies drops permanently below four, BI may terminate the MOU.

Any and all property, including equipment, furniture, furnishings or whatever kind or description, purchased or acquired with participating agency funds shall be the property of the participating agency and at the termination of this agreement and whereupon no new agreement is reached, all said property shall be returned to the participating agency.

Any equipment purchased with task force or seized funds which are damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to TARGET, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Commander. Responsibility of task force housing and all associated costs shall be the responsibility of the Visalia Police Department.

## **XII. ASSET FORFEITURE**

Based on the attached asset forfeiture agreement, proceeds derived from asset forfeiture, under state or federal law, initiated in the course of investigations conducted by TARGET will be shared

equitable among member agencies. The equitable sharing will be based on a formula developed by the Target Executive Board. All forfeiture procedures and sharing will be based upon the appropriate provisions of state or federal law and policy. Modification to the asset forfeiture agreement requires approval in writing by members of the Task Force Executive Board.

### **XIII. ADMINISTRATION AND AUDIT**

In no event shall the member agencies charge any direct or indirect costs to DOJ for administration or implementation of this agreement during the term thereof. Any and all records pertaining to TARGET expenditures shall be readily available for examination and audit by BI, or any other participating agency. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of (3) three years after termination of the agreement, whichever is sooner.

### **XIV. INSPECTION PROCESS**

TARGET will be inspected as scheduled by the Division of Law Enforcement Headquarters, the Bureau of Investigation's Chief's Office, and/or by Bureau of Investigation regional management, the Special Agent in Charge. As requested, the TARGET Task Force Commander will conduct monthly self-inspections.

Also, at change of command, an audit of the controlled substance evidence, undercover funds, petty cash, seized money and assets, reverse sting stock, weapons and specialized equipment shall be performed.

### **XV. NONDISCRIMINATION CLAUSE**

All participating agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities.

### **XVI. RESPECTIVE RESPONSIBILITIES**

For the purpose of indemnification, each participating agency of TARGET shall be responsible for the acts of its participating officer(s) and shall incur any liabilities arising out of the services and activities of those officers while participating in TARGET. Personnel assigned to TARGET shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

### **XVII. POLICY AND PROCEDURE MANUAL**

It is agreed that all members of TARGET shall abide by the standardized policies and procedures as expressed in the TARGET manual and to the unit specific language which addresses the specific



needs, objectives and goals of the TARGET.

#### **XVIII. TERM OF AGREEMENT**

The term of this agreement shall be from September 1, 2019 through August 31, 2021. Thereafter, the MOU term agreement will be renewed every two years. The term of this agreement may be terminated by notice in writing to the TARGET Executive Board Chairperson thirty (30) days prior thereof. TARGET will only be responsible for financial obligations incurred by task force participating agencies during the term of this agreement.

**XIX. AUTHORIZATION**

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU will become effective upon receipt by the BI headquarters of the original MOU with all its attachments. All future amendments must be forwarded to headquarters and will become effective upon receipt.

\_\_\_\_\_  
SIGNATURE

Rachel Capello  
PRINTED NAME

Special Agent in Charge  
TITLE

CA/DOJ Bureau of Investigation  
AGENCY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Chris Caligiuri  
PRINTED NAME

Director  
TITLE

CA/DOJ Bureau of Investigation  
AGENCY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Edward Medrano  
PRINTED NAME

Chief  
TITLE

CA/DOJ Division of Law Enforcement  
AGENCY NAME

\_\_\_\_\_  
DATE

**AUTHORIZATION**

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU will become effective upon receipt by the BI headquarters of the original MOU with all its attachments. All future amendments must be forwarded to headquarters and will become effective upon receipt.

\_\_\_\_\_  
SIGNATURE

Chief  
TITLE

\_\_\_\_\_  
DATE

Jason Salazar  
PRINTED NAME

Visalia Police Department  
AGENCY NAME

**AUTHORIZATION**

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU will become effective upon receipt by the BI headquarters of the original MOU with all its attachments. All future amendments must be forwarded to headquarters and will become effective upon receipt.

\_\_\_\_\_  
SIGNATURE

Captain  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Damon Gilmore  
\_\_\_\_\_  
PRINTED NAME

California Highway Patrol  
\_\_\_\_\_  
AGENCY NAME

**AUTHORIZATION**

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU will become effective upon receipt by the BI headquarters of the original MOU with all its attachments. All future amendments must be forwarded to headquarters and will become effective upon receipt.

\_\_\_\_\_  
SIGNATURE

Chief  
TITLE

\_\_\_\_\_  
DATE

Derrick Marion  
PRINTED NAME

California Department of Corrections and  
Rehabilitation, Office of Correctional Safety  
AGENCY NAME

**AUTHORIZATION**

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU will become effective upon receipt by the BI headquarters of the original MOU with all its attachments. All future amendments must be forwarded to headquarters and will become effective upon receipt.

Mike Boudreaux  
SIGNATURE

Mike Boudreaux  
PRINTED NAME

Sheriff  
TITLE

Tulare County Sheriff's Department  
AGENCY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Pete Vander Poel, Chairman  
Tulare County Board of Supervisors

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **ASSET FORFEITURE FORMULA**

Based on the attached asset forfeiture agreement, proceeds derived from any asset forfeiture, under state or federal law, initiated in the course of investigations conducted by TARGET, will be shared equitably among member agencies, including BI. The equitable sharing will be based on the attached formula developed by the Task Force Council. Each agency shall receive an equal share for each number of personnel assigned to the Task Force after sharing costs for forfeiting agency, storage, publication, etc.

The Visalia Police Department will receive the first thirty five thousand dollars (\$35,000) of adjudicated Asset Forfeiture that is distributed to TARGET. In the event this amount is not met in the first year of this agreement, the Visalia Police Department will continue to collect Asset Forfeiture until this amount is met. This initial receipt of asset forfeiture money will be used to offset the initial startup costs and housing of TARGET. The Visalia Police Department will receive the first \$15,000 of adjudicated Asset Forfeiture each year thereafter to continue to pay for Task Force operating costs.

After these terms are met, TARGET will maintain up to \$100,000 in an adjudicated Asset Forfeiture Account in order to fund Task Force operations. If at any time, funds exceed \$100,000 in the TARGET adjudicated Asset Forfeiture Account, the Task Force Executive Board may vote to distribute the excess funds. If excess funds are distributed, each participating agency will receive one share of distributed assets seized for each full time employee assigned to TARGET. In the event a participating agency removes their personnel from TARGET for a period of more than thirty (30) consecutive days, an equal amount of asset forfeiture sharing will be deducted from their share.

The Visalia Police Department will act as the fiduciary agent for all State and Federal asset forfeiture proceedings initiated by TARGET. All TARGET forfeiture proceedings will be based upon the appropriate provisions of State and Federal law and policy. The Visalia Police Department will maintain appropriate accounts for all State and Federal pending and adjudicated forfeiture proceedings initiated by TARGET.

The following agencies will participate in the asset forfeiture distribution formula for the TARGET:

- Bureau of Investigation
- California Department of Corrections and Rehabilitation, Special Service Unit
- California Highway Patrol
- Tulare County District Attorney's Office
- Tulare County Sheriff's Department
- Visalia Police Department

All forfeiture procedures and sharing will be based upon the appropriate provisions of State or Federal law and policy. Modifications to the asset forfeiture agreement require approval in writing

by the members of the Task Force Executive Board.

Should, however, any agency terminate participation, they will terminate their right to participate in any distribution pursuant to this section effective the date of their termination.

Should for any reason the Task Force Executive Board find it necessary to disband the task force, asset forfeitures that have not been distributed will be used to pay off all existing debt including all contracts or leases. Any remaining money will be equally distributed between participating agencies.