

CENTRAL VALLEY HIGH INTENSITY DRUG TRAFFICKING AREA

**SOUTHERN TRI-COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA
(STC-HIDTA)**

Revised 4/29/05

MEMORANDUM OF UNDERSTANDING

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**Central Valley
High Intensity Drug Trafficking Area
(HIDTA)**

Southern Tri-County HIDTA Task Force

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) establishes the Southern Tri-County HIDTA Task Force (STC-HIDTA). 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 law enforcement agencies (hereinafter "Member Agencies") executing the MOU as they relate to the Southern Tri-County HIDTA Task Force (STC-HIDTA), created by the Central Valley High Intensity Drug Trafficking 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 agencies participating in the STC-HIDTA, and to provide a highly trained and mobile specialized enforcement team.

II. BOARD OF DIRECTORS

A. Membership

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

Participating Agency Members – Federal, state or local law enforcement agencies that have made a commitment in the form of sworn law enforcement personnel to the STC-HIDTA on a Full-Time basis during the period that this MOU is in effect. Membership ceases when a Participating Agency withdraws its personnel commitment, and the STC-HIDTA 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 STC-HIDTA

and its Governing Board. Representatives of those agencies will be invited to attend and participate in STC-HIDTA Governing Board Meetings. Associate Agency Members do not have voting rights with respect to issues before the Board.

B. Voting Members From Participating Agencies.

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

1. Senior Special Agent in Charge – BNE Fresno Regional Office
2. Lieutenant – Bakersfield Police Department
3. Commander – Kern County Sheriff's Department
4. Captain – California Highway Patrol – Bakersfield Office
5. Lieutenant – Delano Police Department
6. Supervising SA – Federal Bureau of Investigation
7. Assistant Sheriff – Kings County Sheriff's Department
8. Captain – Porterville Police Department
9. Captain – Tulare County Sheriff's Department

C. Chairperson

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

The STC-HIDTA Governing Board Chairperson will be appointed by the board. The Chairperson position will rotate yearly between the department heads (or their duly authorized representative), in January. A county representative will chair the board in even years and a city representative will chair the board in odd years.

D. Conduct of Board Meetings

The STC-HIDTA Governing Board shall meet every three months, or as required, for the purpose of reviewing the activities of the STC-HIDTA Task Force and taking any action necessary to operate the STC-HIDTA Task Force.

1. Quorum

A quorum shall consist of a simple majority of the voting Governing Board Members or their designees. When the composition of the Governing Board is 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 STC-HIDTA 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

The STC-HIDTA will promote coordinated law enforcement towards dismantling the methamphetamine manufacturing, smuggling and distribution organizations as it affects Kern, Kings and Tulare Counties. 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.
2. Targeting and arresting individuals, criminal organizations and rogue chemical companies, both here and abroad, that are providing chemicals and lab equipment to be used by these manufacturing organizations.
3. Identifying and seizing assets relating to the sale, smuggling, distribution and manufacturing of methamphetamine.
4. Providing follow-up investigations on major clandestine laboratory seizures, and developing evidence of links to the manufacturing, smuggling and trafficking organizations operating these labs.
5. Coordinating information inquiries and submissions through the LA Clearinghouse, and coordinating all investigative and enforcement activities through the Central Valley HIDTA Intelligence Center and LA Clearinghouse.
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 STC-HIDTA'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 STC-HIDTA. In addition to operational responsibility, the

Task Force Commander will act as a liaison between the STC-HIDTA Task Force on the one hand and the STC-HIDTA 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 Governing Board meeting each calendar year, 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 for the STC-HIDTA Task Force. 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 STC-HIDTA as task force members will be under the supervision of Team Leaders from Participating Agencies assigned to the STC-HIDTA. Team Leaders will be the rank of Sergeant or higher if from local law enforcement agencies, Special Agent Supervisor or higher if from 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' Responsibility

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 STC-HIDTA operations:

1. Supervise and direct all full and part-time personnel assigned to the STC-HIDTA Task Force.
2. The Task Force Commander will ensure that the Team Leaders assigned to STC-HIDTA Task Force 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 STC-HIDTA Task Force. The Task Force

Commander shall schedule and approve overtime hours for the Team Leaders.

4. Prepare and maintain STC-HIDTA Task Force 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 STC-HIDTA Task Force Annual Report.
5. Safeguard and maintain all STC-HIDTA property, equipment, reports and evidence.
6. Prepare and present STC-HIDTA monthly activity reports to the Governing Board.
7. Insure compliance with all provisions of the STC-HIDTA 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 BNE Clandestine Lab Safety Manuals.

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 STC-HIDTA Governing Board, and any Member Agency that makes a request, an annual report of STC-HIDTA 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 monthly reports.

VII. FACILITIES, EQUIPMENT & PROPERTY

Any and all property, including equipment, furniture, 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 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 STC-HIDTA operations, shall be the property of STC-HIDTA 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.

The STC-HIDTA Task Force will provide cellular communications equipment and hand-held radios capable of communicating to each of the task force members. The STC-HIDTA Task Force will provide pagers for the task force members who do not have a department provided pager.

The Kern County Sheriff's Department, as the Host Agency, at its option, may assign motor vehicles owned by the County of Kern for use by task force members. It is the responsibility of participating agencies to ensure their task force members have a valid California Driver License. Those agencies that agree to utilize a vehicle owned by the County of Kern agree to adhere to the policies of the Kern County Sheriff's Department and County of Kern as they relate to the care and use of motor vehicles. As noted in Section 16 under "Liability, Indemnification, and Responsibility" each participating agency will be liable for the acts, errors or omissions of its officers, agents and employees.

The following expenses will be shared between the STC-HIDTA and County of Kern:

- Building lease payment
- Tenant improvement payment
- Utilities expense
- Custodial charges
- Pest control charges
- Property management charges

Based on the allocated space, except for the tenant improvements payment, the cost share will be 59% STC-HIDTA and 41% County of Kern. The tenant improvement payment will be divided equally. Participating agencies will not be individually responsible for the STC-HIDTA share.

VIII. ASSET FORFEITURE

Proceeds derived from asset forfeiture as a result of STC-HIDTA 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 modifications 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 STC-HIDTA Operations

The STC-HIDTA shall be assigned its own account number for purposes of receiving equitable sharing of funds from state and/or federal asset forfeiture programs. The asset forfeiture funds generated by STC-HIDTA operations shall be used to supplement the budget of STC-HIDTA for operational activities, and no Member Agency entitled to a share of those funds pursuant 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 STC-HIDTA 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 Kern County Sheriff's Department Business Office shall establish accounts for receipt and disbursement of funds generated by asset forfeiture, and all funds generated by STC-HIDTA activity shall pass through the Kern County Sheriff's Department Business Office. The Kern County Sheriff's Department 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 STC-HIDTA Asset Forfeiture Account. Proceeds derived from state asset forfeiture proceedings will be deposited into the STC-HIDTA State Forfeited Asset Proceeds Account # 22161. Proceeds derived from federal asset forfeiture proceedings will be deposited into the STC-HIDTA Federal Forfeited Asset Proceeds Account # 00355. 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, prior to making distributions to the participating agencies, will be set by the Governing Board. The Governing Board must vote before making any distribution from the accounts according to the Equitable Sharing Formula established herein.

D. Right To Equitable Share Upon Withdrawal From STC-HIDTA

A Member Agency that withdraws from the STC-HIDTA Task Force 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 STC-HIDTA 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 STC-HIDTA Task Force. 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 STC-HIDTA Task Force.

All Member Agencies agree that the STC-HIDTA Governing Board shall have one (1) calendar year following the effective date of the Agency's withdrawal from STC-HIDTA to approve the payment to that agency of its equitable share of funds in the asset forfeiture accounts.

E. Equitable Sharing Formula

Participating Agencies with full-time sworn personnel assigned to the STC-HIDTA shall be entitled to a full share for each sworn officer or agent. Disbursements of asset forfeiture seizure funds will be discussed and approved by the Governing Board as the need arises.

Each Member Agency, by virtue of the signature of the department head affixed to this MOU, agrees that any distribution from the STC-HIDTA 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:

California Highway Patrol	1 Share
CA DOJ-BNE	1 Share
Bakersfield Police Department	2 Shares
Kern County Sheriff's Department	3 Shares
Porterville Police Department	2 Shares
Kings County Sheriff's Department	1 Share
Delano Police Department	1 Share
Tulare County Sheriff's Department	1 Share

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 STC-HIDTA for administration or implementation of this agreement during the term thereof. Any and all records pertaining to the STC-HIDTA expenditures shall be maintained at a location designated by the STC-HIDTA Governing Board, and those records must be readily available and provided

without undue delay for examination or audit by any federal, state or local government agency authorized by law to conduct such an examination or audit. In addition, all records and reports generated by STC-HIDTA 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 will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans and Disability Act (as incorporated in the Civil Rights Act of 1991) and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice implementing those laws (CFR, Part 42, Sub-parts 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.

XI. POLICY AND PROCEDURES MANUAL

A Policy and Procedures Manual governing the administration and operation of the STC-HIDTA will be developed by the Task Force Commander in the first year of this MOU, and provided to the Governing Board. This manual shall be specific in its content with respect to the needs, objectives and goals of the STC-HIDTA Task Force. This manual must be approved by a unanimous vote of the Governing Board, and once approved, shall be published and distributed to all members of the STC-HIDTA Task Force. Each new Task Force Commander shall review the Policy and Procedures Manual in place upon taking command of the STC-HIDTA Task Force and shall, within 30 days, make recommendations to the Governing Board for changes, additions or deletions to the manual.

If a question regarding policies and procedures arises, and the matter is not specifically addressed in the STC-HIDTA 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 hours, and a meeting of the Governing Board shall be convened to address the issue.

XII. TERM OF AGREEMENT

The Term of this MOU shall be indefinite, while the STC-HIDTA Task Force is in operation. Recommendations, changes and additions to this MOU shall be provided in writing to the STC-HIDTA Chairperson and discussed, approved or denied by the Governing Board during scheduled meetings. All changes or additions shall be evidenced by a signed agreement of the STC-HIDTA Governing Board setting forth that determination. The STC-HIDTA Task Force will only be responsible for financial obligations incurred by STC-HIDTA Task Force 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 withdraw.

XIII. TRAINING

STC-HIDTA agents may receive training as deemed necessary and appropriate by the Task Force Commander and Governing Board, which will be paid for from Central Valley HIDTA funds when available. The STC-HIDTA Task Force shall, with the guidance of the STC-HIDTA Governing Board and the resources of the participating agencies, provide the staff of the STC-HIDTA Task Force with appropriate professional training as may be required for the fulfillment of their duties. The Task Force Commander shall meet with the appropriate training officer of each Participating Agency in order to set forth the program needs for their staff member assigned to the STC-HIDTA Task Force. A listing of courses and the estimated costs shall be placed in the annual budget of the STC-HIDTA Task Force. Personnel must have received all of the necessary training required by their parent agency prior to being deployed as an STC-HIDTA Task Force Member.

XIV. COMPENSATION

During the period of assignment to the STC-HIDTA Task force, 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 STC-HIDTA budget funds provided by the Central Valley HIDTA for overtime compensation paid to their assigned personnel in connection with their STC-HIDTA activities, up to a maximum of \$14,586 per officer per year. Payment for overtime wages in excess of \$14,586 per year will be the obligation of the Participating Agencies and/or STC-HIDTA, and must be made from non-STC-HIDTA funds.

INSTRUCTIONS FOR OVERTIME REIMBURSEMENTS:

Each parent 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 STC-HIDTA of changes in payroll.

The letter/memo can be signed/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.

The letter should be mailed to the Central Valley HIDTA Fiscal Officer. It will be on file and used for each overtime reimbursement request (Refer to Attachment A).

Agents should complete a copy of the attached Overtime Reimbursement Claim form indicating the overtime hours worked and the case number (if possible). No overtime billed or paid to another agency, including OCDBTF, should be listed on

the STC-HIDTA claim. The overtime reimbursement claim form (Attachment A) must be signed by the agent and their supervisor. The original overtime reimbursement claim form is required by STC-HIDTA.

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 STC-HIDTA. Only STC-HIDTA related overtime would be reimbursed. **STC-HIDTA CANNOT REIMBURSE FOR OVERTIME SPENT ON TRAINING, NON-INVESTIGATIVE RELATED ADMINISTRATION, FINANCIAL MANAGEMENT, TREATMENT AND DRUG DEMAND REDUCTION/PREVENTION.**

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).

Payments for overtime reimbursement will be made through the Stanislaus County Sheriff's Department, which is the pass-thru agency for the Central Valley HIDTA. The Stanislaus County Sheriff's Department will be advised that reimbursement checks for the Participating Agencies should be sent to the following addresses along with a copy of the invoice if applicable:

For the California Highway Patrol:
CHP Accounting Section
Federal Projects
P.O. Box 942898
Sacramento, CA 94298-0001

For the Bureau of Narcotics Enforcement:
Department of Justice
Accounting Office
P.O. Box 944256
Sacramento, CA 94244-4256

For the Kern County Sheriff's Department:
1350 Norris Road
Bakersfield, California 93308
For the Bakersfield Police Department:

For the Kings County Sheriff's Department
1444 Lacey Blvd.
Hanford, California 93230

For the Porterville Police Department:
350 North Street
Porterville, California 93257

For the Delano Police Department:
P.O. Box 218
Delano, California 93216

For the Tulare County Sheriff's Department:
Tulare County Sheriff's Department
County Civic Center
Visalia, California 93291

For the Bakersfield Police Department
1601 Truxtun Avenue
P.O. Box 59
Bakersfield, California 93302

XV. TASK FORCE PERSONNEL & 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 and Associate Member Agencies have committed personnel to the STC-HIDTA Task Force as follows:

Full Time:

California Highway Patrol	1 Highway Patrol Officer
Bureau of Narcotic Enforcement	1 Special Agent Supervisor
Bakersfield Police Department	2 Detective Officers
Kern County Sheriff's Department	2 Deputy Sheriff's, 1 Sergeant
Delano Police Department	1 Police Detective
Porterville Police Department	1 Police Detective, 1 Sergeant
Kings County Sheriff's Department	1 Deputy Detective
Tulare County Sheriff's Department	1 Deputy Detective
Federal Bureau of Investigation	1 Special Agent

Part Time:

BICE (Bureau of Immigration & Customs Enforcement)	2 Special Agents
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XVI. 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 STC-HIDTA Task Force. Personnel assigned to the STC-HIDTA Task Force 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.

The United States Government is liable for negligent or wrongful acts or omissions of federal agents and employees while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, 28 U.S.C., Sections 2401(b), 2671-2680.

Each Member Agency shall hold harmless, defend and indemnify each and every other Member Agency, its agents, officers and employees from and against any liabilities, claims, actions, costs, damages or losses of any kind, including death or injury to any person, and/or damage to property arising out of the activities of its agents, officers and employees under this agreement.

No Member Agency shall be responsible for the acts, errors or omissions of another Member Agency's officers, agents or employees, nor incur any liabilities arising out of the services and activities of another Member 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 on the STC-HIDTA Task Force activities, all Member Agencies agree to defer any claims against another participating agency, its agents, officer(s) or employees, unless the statutory time restrictions are about to expire, until the Underlying Claim is settled or otherwise determined. Thereafter, any claims between or among Member Agencies shall be resolved in accordance with the law. Immediately upon receiving such a claim, the Task Force Commander and/or Board Chairperson shall provide the parent agency of the STC-HIDTA Task Force members involved in the incident with a copy of the claim.

XVII. CONFINED SPACES

STC-HIDTA Task Force 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.

XVIII. OFFICER INVOLVED SHOOTINGS

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 agencies 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.

XIX. VEHICLE OPERATIONS

It is the policy of the STC-HIDTA Task Force 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 STC-HIDTA Task Force agent or officer. Each STC-HIDTA Task Force 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 STC-HIDTA Task Force 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 STC-HIDTA Task Force 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 STC-HIDTA Task Force.

Any STC-HIDTA Task Force member involved in an accident in a vehicle assigned to the STC-HIDTA Task Force 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.

XX. CITIZEN COMPLAINTS

The STC-HIDTA Task Force will establish and set forth, in the Policy and Procedures Manual, a process for accepting and handling complaints received at the Task Force level. The STC-HIDTA Task Force will utilize the Participating Agencies approved forms for accepting these complaints.

XXI. DISCIPLINARY PROCESS

Informal action may be taken by the Task Force Commander to establish the change(s) that must take place in the STC-HIDTA Task Force 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 the affected parent agency, who will be responsible for coordinating and handling formal discipline and resolution of the matter.

XXII. DURATION OF PERSONNEL ASSIGNMENTS

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. Assignments may be extended by the Participating Agency beyond two (2) years. The Governing Board shall have the authority to remove personnel from the STC-HIDTA Task Force and return them to the Participating Agency. If no other personnel are assigned to the STC-HIDTA Task Force, the Participating Agency can choose to assign a different person, or withdraw from the STC-HIDTA Task Force.

XXIII. PRESS POLICY

In cases of significant public interest, joint press releases will be made. Information regarding routine apprehensions may be furnished to the press by the task force. The Task Force will appoint a Public Information Officer (PIO) for all press releases. The Office of the United States Attorney will coordinate press releases when appropriate.

XXIV. EVIDENCE STORAGE

- A. Non-hazardous evidence will be stored at the Kern County Sheriff's Department Property Room.
 - 1. Evidence requiring analysis may be temporarily stored at an appropriate forensic laboratory. Once analysis is complete, the evidence will be delivered to the Kern County Sheriff's Department Property Room.
 - 2. Evidence may be temporarily stored in secured lockers located in the STC-HIDTA evidence processing room. Such evidence will be transferred to the Kern County Sheriff's Department Property Room within three working days.
- B. Hazardous evidence, such as chemical samples, will be stored at facilities designed to store such evidence and are licensed by the California Department of Toxic Substance Control.

XXV. 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, evidence 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 Southern Tri-County HIDTA Task Force 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 effect on the validity of the remaining provisions of the MOU and such remaining provisions shall continue to remain in full force and effect.

XXVI. EXECUTION OF AGREEMENT

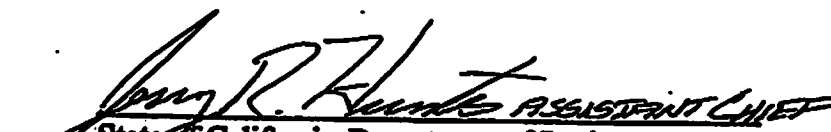
The member agencies hereby agree that this agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. Notwithstanding the foregoing, the parties hereby agree that duplicate originals shall be executed so that each party may retain a fully executed counterpart of this agreement. The agreement shall become effective only when executed in counterpart by all the parties.



Special Agent In Charge
Federal Bureau of Investigation (FBI)

9/18/04


Date



Assistant Chief
State of California, Department of Justice
Bureau of Narcotic Enforcement (BNE)

5-4-2005

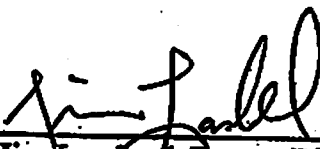
Date



Patrick N. Lunney, Director
State of California, Department of Justice
Division of Law Enforcement

6/14/06

Date



Jim Lombard, Deputy Director
State of California, ASD.

5/24/2005

Date

California Highway Patrol

Date

Jim Lombard, Deputy Director
State of California, ASD.

RE [Signature]
RE [Signature]
California Highway Patrol

Date

1/25/04

9/16/04

Date

Kern County Sheriff's Department

Date

Tulare County Sheriff's Department

Date

Kings County Sheriff's Department

Date

Bakersfield Police Department (BPD)

Date

Porterville Police Department

Date

Delano Police Department

Date

Jim Lombard, Deputy Director
State of California, ASD.

Date

California Highway Patrol

Date

Mack Winkler
Kern County Sheriff's Department

12-2-04
Date

Tulare County Sheriff's Department

Date

Kings County Sheriff's Department

Date

L.R. Rutz
Bakersfield Police Department (BPD)

11/22/2004
Date

Porterville Police Department

Date

Delano Police Department

Date

Jim Lombard, Deputy Director
State of California, ASD.

Date

California Highway Patrol

Date

Kern County Sheriff's Department

Date

Tulare County Sheriff's Department

Date

Kings County Sheriff's Department

Date

Bakersfield Police Department (BPD)

Date

Porterville Police Department

Date


Delano Police Department

3-16-05

Date

Jim Lombard, Deputy Director
State of California, ASD.

Date

California Highway Patrol

Date

Kern County Sheriff's Department

Date

Bill Watton

Tulare County Sheriff's Department

12-28-04

Date

Kings County Sheriff's Department

Date

Bakersfield Police Department (BPD)

Date

Porterville Police Department

Date

Delano Police Department

Date

Jim Lombard, Deputy Director
State of California, ASD.

Date

California Highway Patrol

Date

Kern County Sheriff's Department

Date

Tulare County Sheriff's Department

Date

Alan McClain
Kings County Sheriff's Department

9/20/04
Date

Bakersfield Police Department (BPD)

Date

Porterville Police Department

Date

Delano Police Department

Date