

**MEMORANDUM OF UNDERSTANDING
RIVERSIDE COUNTY REGIONAL
GANG TASK FORCE
2021-2025**



PARTIES: The parties to this Memorandum of Understanding (MOU) are the Banning Police Department, Beaumont Police Department, California Highway Patrol, Cathedral City Police Department, Corona Police Department, Desert Hot Springs Police Department, Hemet Police Department, Murrieta Police Department, Riverside County District Attorney's Office, Riverside County Probation Department, Riverside County Sheriff's Department, and United States Border Patrol.

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1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to set forth the responsibilities of the participating agencies involved in the Riverside County Regional Gang Task Force (RCRGTF). The RCRGTF consists of six regions and each governed by an Executive Board. Agencies participating in the RCRGTF will be organized into six (6) Task Force Regions.

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 throughout Riverside County. The RCRGTF will target the apprehension and conviction of members of criminal street gangs. The use of this task force concept is intended to ensure well-coordinated violent crime and gang enforcement regionally and increase the flow of violent offender and gang related intelligence information between the various law enforcement agencies. The previous MOU is hereby superseded, replaced in its entirety, and considered null and void. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of all parties.

2. MISSION

The mission of the RCRGTF is to allocate resources from all participating cities, county agencies, and other allied law enforcement agencies for the purpose of promoting safe and secure neighborhoods free of violent crime and gang violence.

The goals and objectives of the RCRGTF are as follows:

To suppress and deter:

1. The creation, presence or expansion of street gangs
2. The association and visibility of street gangs and street gang members
3. The recruitment of street gang associates or additional street gang members
4. The public or private intimidation of citizens
5. The ability of gangs, their associates, or members, to direct, commit, or support crimes

To coordinate and align proactive law enforcement efforts which will promote:

1. Collecting and disseminating criminal intelligence information
2. Engaging in proactive criminal investigations and proactive field contacts
3. Identifying gang members, their associates, and their criminal activities.
4. Enforcing probation and parole restrictions and civil court injunctions
5. Arresting, prosecuting, and incarcerating individuals who violate the law
6. The dismantling of identified criminal street gangs
7. Provide gang awareness training to schools and community groups

3. TASK FORCE DIRECTOR

A Captain and Lieutenant from the Riverside County Sheriff's Department shall be the Task Force Director and Assistant Task Force Director respectively for RCRGTF. The Task Force Director shall be responsible for managing the RCRGTF and will report to the Regional Executive Boards. The Task Force Director takes direction from the Executive Board. The Task Force Director will provide the Executive Boards with an annual report of the overall RCRGTF's activities.

4. EXECUTIVE COMMITTEE

An "Executive Board" will govern each Task Force Region.

- A. The affairs of this organization will be managed by an Executive Board consisting of agencies from the respective regions. The Executive Board 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 matters which would require a consensus of the Executive Board prior to a regularly scheduled bi-monthly meeting. The Executive Board Chairperson shall preside over Executive Board meetings. The Vice Chairperson will act on behalf of the Chairperson in his or her absence.
- B. The Executive Board will consist of one member from each participating agency. A commander level individual or executive officer may act on behalf of the designated agency or division at the discretion of the board member in the voting member's absence. A simple majority of the voting members will constitute a quorum. A voting member shall have a full-time employee assigned to RCRGTF.
 1. Role - The Executive Board shall meet either via video conferencing or in-person on a bi-monthly basis for the purpose of reviewing on-going investigation and/or overall activities. The Executive Board shall have general responsibility for the oversight of their respective regional operations.
 2. Operation Authority – The Executive Board shall periodically review and evaluate operations, goals, and objectives.
 3. Structure - The Executive Board will consist of department heads of each participating agency. A department head may designate a proxy to take their place during Executive Board meetings—to include having voting rights. Regular proxys will be formally identified by those department heads, and the identity of those proxys will be included in the Task Force Executive Board meeting minutes. Each Executive Board member, or proxy, will have (1) vote for each member on the Task Force.
 4. Conduct of Meetings - All meetings shall be governed by Roberts' Rules of Order.

5. Quorum - A quorum shall consist of a simple majority of the Task Force Executive Board. The Task Force Executive Board may adjourn the meeting from time-to-time with less than a simple majority without further notice.

5. MANAGEMENT

Each Regional Gang Task Force will be guided by an Executive Board. The Executive Board is responsible for developing the investigative and enforcement goals, objectives, and priorities for their respective regions.

6. TASK FORCE COMMANDER

The Task Force Commander shall be the rank of a sergeant and responsible for supervising and managing personnel and activities. The Task Force Commander shall retain supervisory control of the personnel assigned to their respective region. The Task Force Commander will provide their respective Executive Board with monthly statistics, activities, expenditures, on-going investigations, and future operations during the bi-monthly meetings. The Task Force Commander or his designee is responsible for the formulation of minutes for the meeting and notification of Executive Board members of upcoming meeting.

6. COMPENSATION

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

7. BUDGET

The Task Force Commander shall prepare a proposed budget each year (date to be determined by the Executive Board) for the ensuing fiscal/calendar year for approval by the Executive Board. A monthly report of expenditures shall accompany the monthly statistics report submitted to the Executive Board.

8. TRAINING

Training is be the responsibility of 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 at the Riverside County Sheriff's Department - Ben Clark Training Center will be prepared by the Task Force Director or his designee.

9. ANNUAL REPORT

The Task Force Commander will provide the Executive Board with an annual report of activity no later than March 15 of each calendar year. This report shall summarize the operation and activities of the task force for the proceeding calendar year. This report 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 gang activity and trends to enable the Executive Board to reassess task force goals and objectives.

10. RESOURCES

Each of the below listed agencies have agreed, by virtue of the signature of the Department Head affixed to this MOU, to contribute at a minimum, the following personnel and resources to RCRGTF in each year of this agreement. Task Force Officers assigned to the RCRGTF will work full time and the task force duties will be the assigned personnel's primary responsibility unless special Task Force Executive Board arrangements have been made. Officers will be under the direct daily supervision of the Task Force Commander and shall abide by his/her individual agency's policies and procedures.

BANNING POLICE DEPARTMENT

1. One (1) Sergeant
2. One (1) vehicle including cost of operation
3. Standard complement of investigative and safety equipment

BEAUMONT POLICE DEPARTMENT

1. One (1) Officer
2. One (1) vehicle including cost of operation
3. Standard complement of investigative and safety equipment

CALIFORNIA HIGHWAY PATROL

1. Four (4) Officers
2. Four (4) vehicles including cost of operation
3. Standard complement of investigative and safety equipment

CORONA POLICE DEPARTMENT

1. One (1) Sergeant
2. One (1) Officer

3. Two (2) vehicles including cost of operation
4. Standard complement of investigative and safety equipment

HEMET POLICE DEPARTMENT

1. One (1) Sergeant
2. One (1) Officer
3. Two (2) vehicles including cost of operation
4. Standard complement of investigative and safety equipment

DESERT HOT SPRINGS POLICE DEPARTMENT

1. One (1) Officer
2. One (1) vehicle including cost of operation

MURRIETA POLICE DEPARTMENT

1. One (1) Sergeant
2. One (1) Officer
3. Two (2) vehicle including cost of operation
4. Standard complement of investigative and safety equipment

RIVERSIDE COUNTY DISTRICT ATTORNEY

1. One (1) DDA Liaison
 - a. Provide legal advice for rules surrounding CalGang submissions.
2. One (1) CalGang Administrator
 - a. Responsible for maintaining the integrity of Riverside County's CalGang System
 - b. Responsible for conducting ongoing system audits for the DOJ
 - c. Provide CalGang end-user training to Riverside County law personnel as needed

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

1. One (1) Captain
2. One (1) Lieutenant
3. Three (3) Sergeants

4. Fourteen (14) Deputies and/or Corporals
5. (19) Nineteen vehicles including cost of operation
6. Standard complement of investigative and safety equipment

RIVERSIDE COUNTY PROBATION DEPARTMENT

1. Three (3) Deputy Probation Officers
2. Three (3) vehicles including cost of operation
3. Standard complement of investigative and safety equipment

US BORDER PATROL

1. Three (3) Border Patrol Agents
2. Three (3) vehicle including cost of operation
3. Standard complement of investigative and safety equipment

11. FACILITIES, EQUIPMENT & PROPERTY

The Gang Task Force Regions will establish residency at the Palm Desert Sheriff's Station (Region 1 – Coachella Valley), Cabazon Sheriff's Station (Region 2 – San Geronio Pass), Hemet Police Department (Region 3 – Hemet Valley), Murrieta Police Department (Region 4 – Murrieta/Temecula), Perris Sheriff's Station (Region 6 – Perris/Lake Elsinore), Corona Police Department (Region 7 – Corona/Jurupa Valley) and utilize office resources organic to that location to fulfil Gang Task Force duties.

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 is damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to the RCRGTF shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Director.

12. ASSET FORFEITURE

Each Gang Task Force Region shall maintain their own asset forfeiture account and proceeds derived from asset forfeiture, under State or Federal law, initiated in the course of investigations conducted by RCRGTF will be shared equitable among member

agencies of the respective region. Modifications to the asset forfeiture agreement require approval in writing by the members of the 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 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.

13. ADMINISTRATION AND AUDIT

Any and all records pertaining to the respective region's expenditures shall be readily available for examination and audit by any Party. In addition, all such records and reports shall be maintained until audits and examination are completed and resolved, or for a period of (3) three years after the termination of the MOU, whichever is greater.

14. TERMINATION/WITHDRAWAL

This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all the Parties. Each Party may also terminate such Party's participation by withdrawal from the MOU upon notice in writing to all the other Parties of not less than thirty (30) days prior to the effective termination/ withdrawal date.

Termination of the MOU automatically triggers a specialized audit and reconciliation of asset forfeiture funds and other team assets. The specialized audit will be conducted by the Riverside County Sheriff's Department's Specialized Accounting Unit. A terminating Party may elect, in writing, to waive all rights to asset forfeiture accounts.

15. 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.

16. RESPECTIVE RESPONSIBILITIES

For the purpose of indemnification, each participating agency of the RCRGTF 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 participating in the RCRGTF. Personnel assigned to the RCRGTF 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.

17. TERMS AND CONDITIONS OF EMPLOYMENT – COLLECTIVE BARGAINING

Members assigned to the RCRGTF shall be deemed to be continuing under the employment of their parenting agencies and have the same powers, duties, privileges, responsibilities, and immunities as are conferred as it applies to their parenting agencies employment. All terms and conditions of the employee's labor contract shall be in effect, and shall be abided by, even though the employee is assigned to the RCRGTF.

18. FISCAL RESPONSIBILITIES – SPENDING AUTHORIZATIONS

The Task Force Commander shall seek approval from their respective Executive Board prior to making purchases using funds from the asset seizure account.

19. USE OF FORCE / OIS INVESTIGATIONS INVOLVING A TASK FORCE OFFICER

The Task Force Commander will notify the parent agency as soon as practical of any use of force incident / officer involved shooting occurs involving a Task Force Officer. Depending on the jurisdictional procedures of the incident, the Task Force Commander will meet and confer to determine the responsibility for the investigation. If necessary and allowed by the jurisdictional agency, the investigation will be jointly conducted by the parent agency.

20. TRAFFIC COLLISION INVESTIGATIONS INVOLVING A TASK FORCE OFFICER

The Task Force Commander will notify the parent agency as soon as practical of any injury or vehicle collision involving Task Force Officers. The Task Force Commander will ensure initial treatment / care is provided to task force personnel. The Task Force Commander shall make sure all IOD paperwork is filled out immediately according to the parent agencies policies and procedures. The Task Force Commander shall send all traffic collision forms / photographs to the parent agency for the appropriate follow up investigation / documentation / discipline as applicable.

21. CITIZEN COMPLAINTS AGAINST A TASK FORCE OFFICER

All complaints against a Task Force Officer will be accepted for official inquiry in compliance with penal code requirements and the accused member's agency policy and procedure. Complaints can be accepted orally (in person or telephonically) and in writing (in person or by mail).

In any case, the specific allegations will be reduced to writing. The complaint will be written on the official complaint form of the accused Task Force Officers' agency and forwarded by the Task Force Commander to that agency for action as soon as possible. The complainant will be provided a copy of the complaint.

The Task Force Commander will conduct only a preliminary inquiry into complaints received against the Task Force Officer. This preliminary inquiry will include identifying specific officers who are subjects of the complaint. If the Task Force Commander is unable to resolve the complaint or the seriousness of the allegations would necessitate a formal investigation, then the Task Force Commander will follow the procedures listed below. These procedures should also be followed if a member agency receives a complaint involving Task Force personnel.

A) The Task Force Commander or the agency originally receiving the complaint will recommend to the complainant that he/she contact the appropriate parent agencies which will be responsible for conducting the complaint investigation.

B) The Task Force Commander or the agency receiving the complaint will notify the appropriate agency of their personnel's involvement in the complaint, the identity of the complainant, the involved personnel, and provide a synopsis of the allegations. The Task Force Commander shall assist the investigating agencies by providing all pertinent information available regarding the incident. The Task Force Commander shall not be an active participant in the investigative process beyond the preliminary inquiry described above.

Results of this initial complaint inquiry will be forwarded to the appropriate agency and the respective Regional Board Chairperson.

22. PERSONNEL EVALUATIONS

The conduct and work performance of task force personnel shall be documented annually, or as the parent agency dictates, in a Performance Appraisal report by the employee's parent agency immediate supervisor. The Task Force Commander will provide input to the parent agency so the performance appraisal can be accurately completed.

Disciplinary Process

Formal disciplinary action will be the responsibility of parent agencies. Informal disciplinary can take place at the task force level by the Task Force Commander. Definitions of Informal / Formal are listed as the following:

Informal

Informal action is used by the Task Force Commander and the employee to implement the change(s) that must take place in the employee's conduct or performance within a specified time frame. The employee is not entitled to representation unless formal adverse action is contemplated.

Formal

When informal steps have not corrected an employee's conduct or performance, or a serious infraction of law, rules or standards has taken place, corrective action should be taken. When supervisory techniques of a preventative nature are followed by informal action and an employee has failed to alter his/her conduct, or in situations where formal discipline is in order, the Task Force Commander will notify the parent agency and task force administration and prepare a written report outlining the circumstances for the need for formal disciplinary action.

23. RELEASING INFORMATION TO THE MEDIA

1. Non-Routine Press Matters

The GTF Director and respective Regional Board Chairperson will be notified of all non-routine press matters. The Task Force Commander will be directed by the GTF Director and/or the Chairman in these instances.

2. Routine Media Contacts

The Task Force Commander will handle all routine media contacts. In addition, the GTF Director and the respective Regional Board Chairperson will be notified of all routine press matters.

3. Media During Enforcement Operations

The Task Force Commander shall notify and receive approval from the RCRGTF Director and respective Regional Board Chairperson prior to allowing media to accompany Task Force Officers on any enforcement activity.

24. CIVIL LIABILITY

In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the participating agencies hereto, pursuant to the authorization contained in Section 895.4

and 895.6 of the Government Code, agree that each shall be liable for any damages including, but not limited to, claims, fees, and costs resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this MOU, and each participating agency shall indemnify, defend and hold harmless the other agencies from such claims, demands, damages, losses, liabilities, costs and expenses including reasonable attorneys' fees, for their negligence. The participating agencies agree that the contribution as provided by Government Code Section 895.6 shall not apply.

25. WORKERS COMPENSATION AND OTHER BENEFITS

Each participating agency shall be responsible for the workers compensation coverage and benefits for its own employees participating in this MOU and each shall indemnify and hold the other participating agencies harmless for any claims for such coverage or benefits as well as for other benefits, which may be claimed by an employee by virtue of participating in this MOU. To the maximum extent permitted by law, and consistent with their intent to cooperate with one another without forming a separate entity, each participating agency agrees that the other participating agencies shall not be considered "third parties" for purposes of imposing worker's compensation liability on any participating agency except the entity employing an employee who may be injured during any joint action of that agency's employees. In addition, each participating agency shall be solely responsible for, and will defend and indemnify all other participating agencies hereto, against any claims for, wages, overtime or any other form of compensation which may be sought by that agency's employees in performing this MOU.

26. POLICY AND PROCEDURE MANUAL

It is agreed that all members of the task force shall abide by the policies and procedures set forth by their individual agencies.

27. TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2021 through January 1, 2025. This agreement may be terminated by notice in writing to the Task Force Director thirty (30) days prior thereof. An extension of this MOU will be granted pursuant to the signed agreement of the Executive Boards.


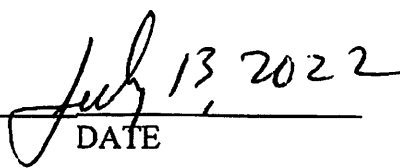
28. AUTHORIZATION

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 Task Force Director and will replace the original MOU with all its attachments. All future amendments must be forwarded to the Task Force Director.

Authorized by: (See following signature pages 14-25)

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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.

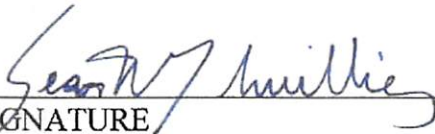
SIGNATURE

DATE

Matthew Hamner
Police Chief
Banning Police Department

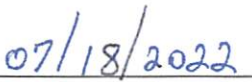
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SIGNATURE

Sean Thuilliez
Police Chief
Beaumont Police Department



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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.

SIGNATURE

Dan Minor
Chief – Inland Division
California Highway Patrol

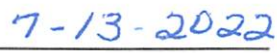
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SIGNATURE
George Crum
Chief of Police
Cathedral City Police Department



DATE

AUTHORIZATION

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SIGNATURE
Robert Newman
Chief of Police
Corona Police Department



DATE

AUTHORIZATION

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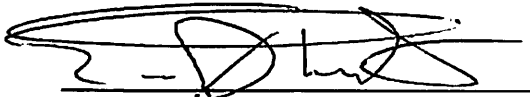
SIGNATURE
Jim Henson
Chief of Police
Desert Hot Springs Police Department



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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.



SIGNATURE
Eddie Pust
Police Chief
Hemet Police Department

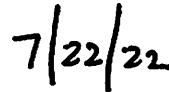
7-28-2022
DATE

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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.



SIGNATURE
Anthony Conrad
Police Chief
Murrieta Police Department



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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.


SIGNATURE

Mike Hestrin
District Attorney
Riverside County District Attorney Office

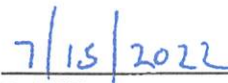
DATE

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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.



SIGNATURE
Ronald L. Miller
Chief Probation Officer
Riverside County Probation Department



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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.



SIGNATURE
Chad Bianco
Sheriff-Corner
Riverside County Sheriff's Department



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 RCRGTF Director. All future amendments must be forwarded to the RCRGTF Director and will become effective upon receipt.

SIGNATURE

Gregory K. Bovino
Chief Patrol Agent
El Centro Sector
United States Border Patrol

DATE