

CHAPTER 1
TASK FORCE PARTICIPATION
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CHAPTER 1

TASK FORCE PARTICIPATION

1. PURPOSE. This manual establishes standardized policy and procedures regarding the Department's response, when requested and when there is a legitimate role, to participate in multiagency task force operations.
 - a. Legitimate Role. The benefits of statewide resources regarding communications, networking, intelligence, and standard methods of operations should be evaluated to determine the legitimacy of multiagency task force requests. Additionally, intelligence information obtained by task force officers shall be returned to field officers to enhance officer safety.
2. POLICY. It is the policy of the California Highway Patrol (CHP) that all members of the Department perform their duties in a fair and equitable manner, and in compliance with all applicable state and federal laws. In performing enforcement or investigative duties while assigned to a task force, all uniformed members shall ensure their actions strictly adhere to all departmental policies. Additionally, when interpreting search and seizure or consent protocols, all definitions and procedural requirements outlined in General Order (GO) 100.91, Search and Seizure Policy, shall be followed.
 - a. In instances where the Department's policies (e.g., shooting policy, pursuit policy) differ from the task force policy, the Department's policy shall be adhered to by CHP personnel assigned to the task force. This should be agreed to and documented in the task force's Memorandum of Understanding (MOU).
 - b. Commanders are to ensure personnel assigned to the task force are trained in task force policy and procedures, and receive training regarding policy differences (e.g., shooting policy, pursuit policy) between the Department and allied agencies participating in the task force.
 - c. Departmental personnel assigned to task forces shall comply with provisions of GO 100.91 before requesting a consent search.
 - d. Departmental personnel may utilize patrol vehicles and personnel to assist in traffic stops related to task force duties.

3. HEADQUARTERS PROGRAM ADMINISTRATION.

- a. Assistant Commissioner, Field. Assistant Commissioner, Field (ACF), makes the final determination as to whether participation in a task force is legitimate.
- b. Protective Services Division. Under the direction of ACF, Protective Services Division is the subject matter expert (SME) for Joint Terrorism Task Forces and Department of Justice (DOJ) Task Forces.
- c. Assistant Commissioner, Staff. Assistant Commissioner, Staff (ACS), ensures departmental participation in approved task forces are properly funded and equipped.
- d. Enforcement and Planning Division. Under the direction of ACS and with the assistance of Field Support Section (FSS), Enforcement and Planning Division is the Office of Primary Interest for all multiagency task force MOUs. Enforcement and Planning Division is responsible for reviewing any proposed multiagency task force MOU and providing recommendations to ACF. Field Support Section is the SME for all Multiagency Drug Task Forces (refer to Chapter 2, Drug Task Force Participation, of this manual), Human Trafficking Task Forces, Gang Task Forces, Major Crime Task Forces, and Vehicle Theft Task Forces (refer to Chapter 3, Vehicle Theft Task Force Participation, of this manual).
- e. Information Management Division. Under the direction of ACS, Information Management Division is the SME for Computer Crimes Task Forces.
- f. The Academy. Under the direction of Personnel and Training Division, the Academy is the SME for Firearms Task Forces.

4. FIELD DIVISION MANAGEMENT.

- a. Divisions. Field Divisions will ensure appropriate management controls are maintained in their respective Divisions by appointing Division coordinators. Division commanders shall ensure task forces have adequate supervision, control, and audit procedures similar to those developed by the DOJ, and review any proposed task force MOU prior to sending them to ACF. Division commanders shall review MOUs annually to ensure they are current, and immediately notify ACF and FSS if task force participation is terminated. Division commanders shall maintain a roster of Division personnel actively participating in task forces to include participating employee's name, the task force they are participating in, the date which the participating employee began working with the task force, and when the MOU is due for renewal. These rosters shall be submitted to FSS on a quarterly basis. Divisions not actively participating in task forces shall submit a negative

report. This excludes Investigative Services Unit (ISU) and individual Organized Crime Drug Enforcement Task Force agreements. Where Divisions have personnel participating in task forces, the Special Services Commander or ISU Coordinator, as appropriate, will actively participate on the governing board of the task force and ensure all other departmental requirements are met.

b. Areas. Where field Areas have personnel participating in task forces, the Area commanders will actively participate on the governing board of the task force and ensure all other departmental requirements are met. Area commanders shall designate a supervisor to oversee any departmental employee participating in a multiagency task force.

5. CRITERION FOR TASK FORCE PARTICIPATION.

a. The following criterion for task force participation was developed to ensure both the need for departmental participation, as well as establishing proper management responsibilities.

b. Concurrence must be obtained from Division and ACF.

(1) Requests to participate on a task force shall be documented in a memorandum and forwarded through channels to ACF. No departmental member shall participate in a task force prior to ACF approval.

(a) The elements to address in the memorandum are the items discussed in this manual (i.e., the demonstrated need and departmental resources).

(b) An MOU must be attached to the memorandum and forwarded through channels to ACF.

(2) Field Support Section will be notified by ACF of approved requests for task force participation and all documentation will be forwarded to FSS. Field Support Section shall keep a file for each task force in which the Department participates, and ensure all required reports and other documentation are maintained in the file.

(a) Departmental participation must be requested by local, regional, state, or federal jurisdictions forming the task force.

(b) Departmental resources committed to the task force shall be identifiable. Personnel and equipment deployed must be drawn from

existing Area resources, diverted from Division, redeployed by ACF, or provided by the task force.

(c) The appropriate commander (e.g., Area Commander, Division Special Services Commander, ISU Coordinator) shall have full membership with voting authority on the governing body of the task force (e.g., Executive Board, Oversight Committee).

(d) There should be a long-term commitment (at least three years) by the participating agencies to staff and fund the task force.

(e) An MOU shall be signed by all participating agencies prior to personnel being assigned.

6. MEMORANDUM OF UNDERSTANDING.

a. The basis for establishing a task force is derived through a formal cooperative agreement, an MOU, signed by all participating law enforcement agencies.

b. To the extent possible, these departmental agreements should be standardized and uniform in content. The following is a suggested preamble for an MOU, followed by a list of issues which should be addressed in the body of the MOU (Annex A) or the task force's standard operating procedures:

(1) "The purpose of this memorandum is to establish and set forth the responsibilities of the California Highway Patrol and participating agencies as they relate to the task force and its activities throughout the County as well as surrounding cities and counties. This Operational Agreement stands as evidence that the County Sheriff's Department, the County District Attorney's Office, the Police Department, and the California Highway Patrol will be committed to work together toward the mutual goal of investigations, arrest, and prosecution of persons/organizations who are engaged in criminal activities impacting the County."

(2) The goals and objectives of the task force as set forth by the Governing and/or Executive Board of the task force.

(3) The chain of command within the task force.

(4) Tactical and financial support supplied by each of the participating agencies.

(5) Procedures to terminate participation in the task force.

- (6) Duration of the personnel assignment.
- (7) Duration of the agreement.
- (8) A Standard Operating Procedures manual should be approved by all agencies participating on the task force.
- (9) Reason, justification, and authority for executing the agreement.
- (10) The organizational structure of the task force.
- (11) The composition, name, and scheduled meetings of the Governing and/or Executive Board.
- (12) Selection of the Governing and/or Executive Board chairperson.
- (13) The decision-making process (e.g., What constitutes a quorum? Who can vote?).
- (14) Terms and conditions of employment (collective bargaining).
- (15) Fiscal responsibilities and limitations. For example, specify individual responsibilities for justifying and authorizing expenditures, maintaining accounting records, and paying bills.
- (16) Inherent costs. (What each agency will provide; e.g., vehicles, radios, facilities, telephones, furniture, equipment, petty cash funds, undercover buy funds, overtime, per diem, investigative tools, training, clerical support.)
- (17) A general description of the task force's fiscal system.
- (18) Reporting requirements, including both investigative and program reports.
- (19) Procedures and responsibilities for investigation of CHP use of force incidents, including officer-involved shootings, and vehicle collisions.
- (20) Procedures and responsibilities for processing civilians' complaints.
- (21) In case of dissimilar agency policy, CHP personnel shall adhere to departmental policy.
- (22) Ensure appropriate indemnification language is included (Annex A).
- (23) Personnel evaluation and disciplinary process.

(24) Scope of the supervisor's authority.

(25) Recall of personnel and equipment.

(26) Any and all records pertaining to task force expenditures and asset forfeiture shall be readily available for examination and audit by any participating agency.

(27) Outline how assets seized through task force operations will be distributed through the Asset Forfeiture Program. (Refer to Highway Patrol Manual [HPM] 81.5, Drug Programs Manual, Chapter 2, Asset Forfeiture Program.)

(28) Procedures for the release of information to the media.

c. Commanders shall forward an executed copy of the MOU to ACF within 30 calendar days of inception. Assistant Commissioner, Field, will ensure a copy is routed to FSS.

d. Area commanders shall review their respective MOUs annually in order to ensure the agreements are current. Area commanders shall forward copies of renewed MOUs to their Division no later than the first of the month preceding the month of expiration. Divisions shall forward copies to ACF no later than the 15th of that month. For MOUs not requiring renewal, Area commanders shall sign and date the MOU on the signature page with the notation "Reviewed - no changes required," and forward a copy of the signature page to ACF. If task force participation is not continued, proper notifications shall be made. When the MOU expires, immediate notification shall be made to FSS and ACF.

7. MEDIA RELATIONS.

a. Area commanders shall negotiate agreements with their respective task forces concerning the release of information regarding task force activity to the media. This agreement should be included in the MOU. Ideally, the MOU should indicate the release of information regarding task force operations will normally be coordinated through the task force commander. Additionally, in the event of an officer-involved critical incident or highly publicized activity, participating agencies should agree in advance who will release what type of information. This is particularly critical should an adverse, criminal, or civil action be instituted against individual task force members.

b. All information relative to significant task force activities shall be forwarded through the Division coordinator to FSS within 48 hours. This would include

incidents, enforcement actions, or investigations which involve the Department and any connection to task force activity which would generate considerable interest from the media.

c. Field Support Section shall coordinate with the Office of Community Outreach and Media Relations (COMR) for the release of task force-related information statewide to the media. Field Support Section shall ensure information of a confidential nature is not disseminated to COMR for release to the media.

8. NEGOTIATING AGREEMENT FOR SHARING OF ASSETS.

a. The Department's policy governing the seizure of assets obtained from participation in both state and federal asset forfeiture programs is contained within HPM 81.5, Chapter 2.

b. It is the policy of the Department to participate in both the state and federal asset forfeiture programs. To this extent, all commanders shall negotiate an agreement with their respective task forces for the sharing of assets seized by a task force in which the Department is a member. However, this does not mean the agreement must always be for a return of monies. The agreement shall be in writing and should be contained within the task force MOU prior to the commitment of resources.

c. Assistant Commissioner, Field's, concurrence regarding the negotiated share shall be obtained prior to formalizing the agreement in the MOU.

d. The Division coordinator should be contacted for assistance in resolving any disagreements between the task force and the Department in the negotiation of an equitable share agreement.

9. SELECTION PROCESS.

a. The task force commander should be involved in the task force member selection process. Utilizing the joint interview process will enhance the cooperative working environment from the outset; however, final selection authority rests with the CHP commander.

b. Commanders should consider the following factors and personal qualifications in selecting prospective task force members:

- (1) Amount of Service Time. Is the employee experienced?

- (2) Interpersonal Skills. Versatility is important with the ability to shift from one role to another very quickly. Does the employee have the ability to work with others, as well as dealing with law enforcement informants, etc.?
- (3) Work Ethic. Is the employee an initiator with the ability to be a self-starter? Can they perform independently? Are they willing to work unusual hours?
- (4) Investigative Ability. Review prior investigations conducted and assess the quality of both oral and written communications.
- (5) Degree of Outside Commitments. Does the employee have the ability to work long, unplanned, and unusual hours?
- (6) Additional Skills. What are the employee's prior investigative experiences, or specialized training?

10. TRAINING.

- a. Within the first two years assigned to a task force, new members should receive all the training required by the task force. New task force members should receive priority scheduling of the required training. It is the commander's responsibility to ensure all training requirements have been met.
- b. As with any specialized assignment, specialized training needs must be met to function effectively within that assignment.
- c. All personnel assigned to a task force shall remain current with all required departmental training, including quarterly decentralized training, and range shoots and qualifications.

11. ROTATION OF PERSONNEL.

- a. Personnel who accept task force assignments shall be advised the assignment is developmental in nature and rotation is mandatory. Generally, assignment to a task force should be for a minimum of three years and a maximum of four years; however, this may be extended or terminated based on the needs of the Department. Assignments to a task force over four years must be approved by the Division commander and ACF.
- b. If, at any time, the employee begins to show signs of alienation from the Department, fails to comply with CHP directives, or does not meet acceptable

standards of performance, the employee shall be removed from task force operations. Commanders shall retain the right to remove CHP personnel from the task force at any time.

c. Division coordinators shall immediately notify FSS any time there is a change of departmental personnel assigned to the task force.

d. Areas shall develop and provide a written agreement to the employee being assigned to the task force outlining their duties, responsibilities, and limitations of the assignment (Annex B).

12. EMPLOYEE RESPONSIBILITIES.

a. Personnel assigned to a task force position will provide officer safety and intelligence information to their Areas on a continual basis. Intelligence information should be limited as not to compromise ongoing or future investigations.

b. Personnel assigned to a task force position shall provide training to Area personnel in skills acquired from involvement with the task force.

c. Personnel assigned to a task force position shall assist Area personnel in specific task force-related matters as needed (e.g., drug task forces assist with drug-related matters, gang task forces assist with gang-related matters).

13. EQUIPMENT.

a. Often, undercover vehicles or other additional equipment is necessary for task force personnel to effectively and safely perform in their special assignment. Vehicles should normally be provided by the task force; however, the Department will provide the following items whenever possible:

(1) Vehicles.

(a) When a vehicle is not provided by the task force, the Division or Area shall make an effort to provide a vehicle suitable for undercover operations.

1 Divisions may utilize the regular budgetary process to obtain vehicles for task force personnel.

(b) When the need has been identified, vehicles may be rotated from task force to task force to help maintain their value as an undercover vehicle. Divisions shall coordinate the rotation of those vehicles, which

will include all appropriate notifications (e.g., Fleet Operation Section, FSS).

(c) No state-owned police or protective equipment shall be installed in task force vehicles in plain view.

(2) Radios. When requested, CHP radios will be made available for installation in task force vehicles assigned to CHP personnel.

(3) Weapons. Personnel assigned to task forces shall be provided with a departmentally approved weapon without the CHP stamp on it. Requests to carry other than departmentally approved weapons must be made through channels to ACF. Upon ACF's approval, the Academy will be notified and will coordinate the appropriate weapons training for the task force member.

(4) Miscellaneous Equipment.

(a) Only uniformed employees, while in plain clothes, assigned to Vehicle Theft Investigation Units, ISUs, or Drug Task Forces, are authorized to wear the call out jacket or Investigator Rapid Deployment Vest (IRDV). The call out jacket and/or IRDV is to be readily available to wear on call outs, while assisting allied agencies, or whenever the lack of identification could pose a threat to officer safety.

(b) Hand-held audio recorders, cameras, binoculars, and other investigative equipment may be obtained by the following methods:

1 Through the regular Area or Division budget process.

2 Through asset forfeiture funding. Refer to HPM 11.1, Administrative Procedures Manual, Chapter 19, Administration of Forfeited Assets, for expenditure requests procedures.

3 Some investigative equipment is available for loan from DOJ. Field Support Section may be contacted for assistance to obtain the equipment if needed.

(c) Uniformed personnel assigned to a task force shall utilize body armor. The soft body armor provided by the Department should be utilized; however, if the task force supplies body armor which provides a level of protection greater than level IIA, personnel may elect to utilize the body armor which affords greater protection.

14. TIME REPORTING.

- a. Uniformed CHP employees assigned to task force positions shall be responsible for completing their CHP 415, Daily Field Record, daily and submitting it to their CHP supervisors/managers in a timely manner using the guidelines set forth in HPM 40.71, CHP 415 User's Manual.
- b. The Beat Code assigned to each task force shall be used on the CHP 415 by all personnel permanently assigned to a task force.
- c. If the task force has a reimbursable contract, the Special Project Code assigned by ACF shall be used on the CHP 415 by any personnel who are permanently/temporarily assigned to the task force.
- d. All employees assigned to a task force shall notify their task force supervisor and CHP supervisor/manager when utilizing sick leave. Sick leave shall be documented on the STD 634, Absence and Additional Time Worked Report, and submitted to the CHP supervisor/manager for review at the end of each month.
- e. The CHP supervisor/manager shall ensure the task force commander is advised of any personal holidays, vacation time, annual leave, or compensating time off the CHP employees must use.

15. TASK FORCE SUPERVISION.

- a. Personnel assigned to a task force shall be directly accountable to their task force commander for their daily activities (e.g., work assignments, scheduling).
- b. A CHP supervisor/manager shall be assigned to each employee assigned to a task force to ensure the following:
 - (1) Regular contact (e.g., monthly, weekly) with the task force commander relative to the employee's performance.
 - (2) Weekly contact with the employee to ensure CHP training and administrative functions are accomplished, as well as continuing an ongoing dialogue regarding task force activities.
 - (3) Communication with the Area commander or Division chief as appropriate regarding task force activities.

(4) Prior to the start of the employee's assignment, the CHP supervisor/manager shall brief the task force commander on the types of behavior or acts which constitute a departmental adverse action per HPM 10.2, Internal Investigations Manual.

c. Ultimate supervisory responsibility rests with the CHP commander.

16. INCIDENT REPORTS.

a. The CHP supervisor/manager shall acquaint the task force commander with the purpose of the CHP 2, Incident Report.

b. In all cases when an incident is documented on a CHP 2, commendable or censurable, the CHP supervisor/manager shall prepare and sign the form.

c. The CHP supervisor/manager shall issue the CHP 2 to the employee. The task force commander may or may not be present.

17. PERFORMANCE APPRAISALS.

a. The CHP supervisor/manager is responsible for completing the annual CHP 118, Performance Appraisal-Officer, and CHP 118S, Performance Appraisal-Sergeant, for CHP employees assigned to task forces.

b. The CHP 118/118S shall be completed by the CHP supervisor/manager only after obtaining input from the task force commander.

(1) At the time an employee is assigned to the task force, the task force commander should be advised of the date of the employee's annual evaluation.

(2) Thirty days prior to the appraisal date, the CHP supervisor/manager should notify the task force commander.

(3) The task force commander and CHP supervisor/manager should jointly discuss the evaluation with the employee.

(4) The CHP supervisor/manager should utilize the task force officer's monthly personnel activity reports for the 12-month rating period when completing the CHP 118. Task force officers shall submit a completed personnel activity report monthly using the guidelines set forth in Chapters 2 and 3 of this manual.

18. PERSONNEL COMPLAINTS AND ADVERSE ACTIONS.

- a. California Highway Patrol commanders shall investigate any complaint(s) against a CHP employee. Task force commanders shall advise CHP commanders of all complaint(s) against a CHP employee. The task force commander and CHP commander shall meet and confer to discuss the complaint.
- b. Upon mutual agreement between the task force commander and the CHP commander, the task force commander may elect to investigate the complaint. In cases where an allied agency task force commander is conducting an investigation where a CHP employee may be involved, only CHP personnel shall perform the investigation relative to the departmental employee. If the task force commander determines not to investigate the complaint, the CHP commander will then investigate the complaint as required by HPM 10.4, Citizens' Complaint Investigations.
- c. Any allegations involving a CHP employee assigned to a task force that could result in adverse action shall be investigated by a CHP supervisor/manager as required in HPM 10.2.

19. REORIENTATION GUIDELINES.

- a. Task force assignments, by their very nature, remove personnel from the daily responsibilities associated with road patrol. It is important the CHP personnel assigned to task forces do not become separated from the Department in thought and action.
- b. In order to keep personnel apprised of, and affiliated with, departmental activities while assigned to the task force, commanders shall establish procedures to ensure their employees comply with all required departmental training as outlined in HPM 70.13, Departmental Training Manual.
- c. Upon conclusion of the task force assignment, CHP commanders shall ensure their employee receives any necessary refresher training.

20. EMERGENCY NOTIFICATIONS.

- a. The task force commander shall make immediate notification to the CHP commander for critical situations which occur involving a CHP employee assigned to a task force. Those situations are:

(1) The employee is seriously injured or killed either on or off duty. The CHP supervisor/commander will make the necessary notifications to the employee's family.

(2) The employee is involved in a critical incident or traffic collision which results in death or serious injury to a private person.

b. The CHP commander shall follow policy outlined in GO 100.80, Notification and Report of Emergencies and Unusual Occurrences, and HPM 100.8, Critical Incident Investigation Team Manual.

21. HAZARDOUS MATERIALS EXPOSURE. In the event a task force officer is exposed to, or contaminated by, a known/suspected hazardous substance (e.g., chemicals used in the manufacture of illicit drugs) while fulfilling their task force duties, the CHP supervisor shall be notified and the incident documented as outlined in HPM 10.7, Injury and Illness Case Management Manual, Chapter 3, Reporting and Routing Procedures.

22. VEHICLE COLLISIONS.

a. All vehicle collisions involving a CHP employee assigned to a task force, whether it is a departmentally owned vehicle or a nondepartmentally owned vehicle, shall be investigated and reported in compliance with HPM 11.1, Chapter 7, Reports of State Business Vehicle Collisions. The CHP supervisor/manager shall ensure all required forms are completed.

b. These collisions shall be recorded for that Area command's occupational safety goal attainment.

23. WEAPON DISCHARGES. Any weapon discharged by a CHP employee assigned to a task force shall be reported to their CHP supervisor/manager for departmental documentation, regardless of any documentation by the task force. Documentation shall be in compliance with HPM 100.8.

24. TRAVEL EXPENSES.

a. In instances where the Department is paying travel and per diem expenses for the employee, CHP commanders shall ensure the task force commander is acquainted with the Department's policy relating to travel expenses.

b. All requests for out-of-state travel shall be in compliance with HPM 11.1, Chapter 2, Travel Expense.

25. INTELLIGENCE REPORTING.

a. General. Responsibility for the administration and support of the Department's Intelligence Program has been assigned to FSS. The commander of FSS is designated as the statewide departmental intelligence coordinator.

b. Available Resources. Information from the following sources of intelligence information is currently available to officers assigned to task forces, and to select uniformed members of the Department. (Refer to GO 81.6, Investigative Informational Database Systems.)

(1) Western States Information Network.

(2) El Paso Intelligence Center.

26. INTELLIGENCE DISSEMINATION PROCEDURES.

a. During the operation of the drug task force, the assigned CHP officers will receive a variety of criminal activity intelligence information. These officers will be responsible for disseminating any intelligence information, provided it will not jeopardize an ongoing investigation, and reporting it to the CHP Area where the officer is permanently assigned.

b. Intelligence information, which has an impact on adjoining CHP jurisdictions, should be forwarded to the respective Division ISU coordinator for Divisionwide dissemination.

c. Intelligence information, which affects multiple Divisions or has statewide impact, should be forwarded by the Area through channels to FSS. Field Support Section will then ensure the necessary dissemination.

27. OVERTIME. Commanders shall discuss overtime limitations and Fair Labor Standards Act (FLSA) restrictions with the task force commander. Area commanders are ultimately responsible for ensuring adherence to FLSA guidelines.

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ANNEX A

SAMPLE MEMORANDUM OF UNDERSTANDING – MULTIAGENCY TASK FORCE PARTICIPATION

MEMORANDUM OF UNDERSTANDING

(NAME OF TASK FORCE)

This Memorandum of Understanding (MOU) is being executed by the below listed agencies in connection with the (Name of Task Force) Task Force (XXXX TF). The agencies listed below agree to abide by the terms and provisions of this MOU throughout the duration of this joint operation.

- (Name of Agency) County Sheriff's Office
- (Name of Agency) County District Attorney's Office
- (Name of Agency) Police Department
- California Highway Patrol

I. PURPOSE

The purpose of this memorandum is to establish and set forth the responsibilities of the California Highway Patrol and participating agencies as they relate to the XXXX TF and its activities throughout (Name of County) County as well as surrounding cities and counties. This Operational Agreement stands as evidence that the (Name of Agency) County Sheriff's Department, the (Name of Agency) County District Attorney's Office, the (Name of Agency) Police Department, and the California Highway Patrol will be committed to work together toward the mutual goal of the investigation, arrest, and prosecution of persons/organizations who are engaged in (Type of Crime) activities impacting the County of (Name of County).

II. MISSION

The California Highway Patrol recognizes that (Type of Crime) are/is a serious cross-jurisdiction law enforcement problem in (Name of County) County. The mission of the XXXX TF is to effectively target the (...) through enforcement and education. The objective will be met by (...). The XXXX TF will be focusing on forming community partnerships with local schools, hospitals, pharmacies, and community leaders to work together to bring about community awareness on the issues and dangers related to (Type of Crime). Each agency believes the XXXX TF, as described herein will further this goal. To this end, each agency agrees to participate in the program through mutual coordination and/or by providing certain agreed-upon services as specifically enumerated below.

ANNEX A

SAMPLE MEMORANDUM OF UNDERSTANDING – MULTIAGENCY TASK FORCE PARTICIPATION (*continued*)

III. TASK FORCE ORGANIZATION

A. Directing Body

The (Name of Agency) County Sheriff's Department shall be the directing agency for the XXXX TF and will be supported by other participating agencies.

B. Task Force Coordinator

A (Name of Agency) County Sheriff's Department sergeant will be the XXXX TF supervisor/coordinator. The sergeant will be responsible for managing the XXXX TF, reporting on XXXX TF issues and activities to the executive management of participating departments, and for preparation of any annual XXXX TF reports.

The sergeant will be responsible for providing department heads with a semi-annual and annual report of XXXX TF activities.

The TF sergeant and designated supervisor(s) of the participating agencies will act in concert regarding the investigators' monthly/yearly evaluations.

C. Task Force Investigators

Each participating agency will assign qualified investigators to the XXXX TF for a minimum of __ years. The investigators shall work under the immediate supervision of the XXXX TF supervisor/coordinator. While assigned to the XXXX TF, investigators shall remain subject to the policies, procedures and directives of their employing agencies.

Investigators who do not meet acceptable standards of performance or who refuse to comply with XXXX TF policies and procedures may be removed from the XXXX TF by the XXXX TF coordinator. The XXXX TF coordinator shall discuss the issue with the investigator's employing agency. If the employing agency does not agree with the action, the contested issue shall be forwarded to the collective department heads for final resolution. Resolution of operational problems at the lowest level is desirable and is in the best overall interest of the XXXX TF.

ANNEX A

SAMPLE MEMORANDUM OF UNDERSTANDING – MULTIAGENCY TASK FORCE PARTICIPATION (*continued*)

Continued assignment after the minimum two year agreement to the XXXX TF will be based upon performance and at the discretion of each XXXX TF member's respective supervisor. The (Name of Agency) County Sheriff's Department will also retain the discretion to retain or remove any member from the XXXX TF.

IV. LIABILITY

To the extent permitted by law, CHP shall defend, indemnify, and save harmless (Name of Agency) and all of (Name of Agency) appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of CHP's performance under this Agreement, but only in proportion to and to the extent that the claim, suit or action for injury is caused by the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, or employees, during the course and scope of this Agreement.

To the extent permitted by law, (Name of Agency) shall defend, indemnify, and save harmless CHP and all of CHP's appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of (Name of Agency) performance under this Agreement, but only in proportion to and to the extent that the claim, suit or action for injury is caused by the negligent or intentional acts or omissions of (Name of Agency), or (Name of Agency) appointees, officers, or employees, during the course and scope of this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion.

V. ADMINISTRATIVE ACTION

Responsibility of conduct of each XXXX TF member, both personally and professionally, shall remain with the respective agency head. Each agency shall be responsible for the actions of its respective employees, and the execution and/or coordination of administrative actions related to the conduct, or alleged conduct, of a member of the XXXX TF is at the discretion of the respective agency head.

VI. TRAINING

Any specialized training that is required to perform specific task force activities shall be provided by the hosting agency with approval of the member's perspective supervisor.

ANNEX A

SAMPLE MEMORANDUM OF UNDERSTANDING – MULTIAGENCY TASK FORCE PARTICIPATION (*continued*)

VII. EQUIPMENT / FACILITY

In furtherance of this MOU, employees of (Name of Agency) may be permitted to drive (Name of Agency) owned or leased vehicles for official XXXX TF business and only in accordance with applicable (Name of Agency) rules and regulations. The assignment of a (Name of Agency) owned or leased vehicle to a XXXX TF member will require the execution of a separate vehicle use agreement.

The participating agencies agree that (Name of Agency) vehicles will not be used to transport passengers unrelated to the XXXX TF business.

The (Name of Agency) will not be responsible for any tortious act or omission on the part of (Name of Agency) and/or its employees or for any liability resulting from the use of a (Name of Agency) owned or leased vehicle utilized by a XXXX TF member.

The (Name of Agency) shall not be responsible for any civil liability arising from the use of a (Name of Agency) owned or leased vehicle by a XXXX TF member while engaged in any conduct other than their official duties and assignments under this MOU.

To the extent permitted by applicable law, (Name of Agency) agrees to hold harmless the (Name of Agency) for any claim for property damage or personal injury arising from any use of a (Name of Agency) owned or leased vehicle by a XXXX TF member which is outside the scope of their official duties and assignments under this MOU.

Office and work space, including basic office supplies, computer access and telephone (landline and cellular) service will be provided by the (Name of Agency) County Sheriff's Department.

VIII. ASSET FORFEITURE

The XXXX TF Coordinator shall notify the department heads of any XXXX TF operations resulting in potential asset seizures. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the Federal Bureau of Investigation and the Department of Justice. Forfeitures attributable to XXXX TF investigations will be equitably shared with the agencies participating in the XXXX TF.

IX. STANDARD OPERATING PROCEDURE

Participating agencies and investigators of the XXXX TF agree to abide by the applicable policies and procedures as set forth in the XXXX TF and (Name of Agency) County Sheriff's Department standard operating procedures. In instances where the participating agencies' and task force policies differ, investigators shall adhere to their own agency's policies.

X. TERM OF AGREEMENT

The term of this MOU is for the duration of XXXX TF operations, contingent upon approval of necessary funding and the (Name of Agency) County Sheriff's Department,

ANNEX A

SAMPLE MEMORANDUM OF UNDERSTANDING – MULTIAGENCY TASK FORCE PARTICIPATION (*continued*)

but may be terminated at any time upon written mutual consent of the agencies involved. Continued participation in the XXXX TF may be terminated by any participating agency by written notice to the remaining department heads thirty days prior thereof.

Upon termination of this MOU, all equipment provided to the XXXX TF will be returned to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any XXXX TF participation.

ANNEX A

**SAMPLE MEMORANDUM OF UNDERSTANDING –
MULTIAGENCY TASK FORCE PARTICIPATION (continued)**

XI. AUTHORIZATION

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU becomes effective on the date that all those listed below have affixed their signatures. All future amendments shall be distributed to all participating agencies to the XXXX TF Coordinator for attachment to this MOU.

XII. AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING

The participating department heads may amend any portion of this agreement by a majority vote, and shall notify the XXXX TF Coordinator of any changes to this agreement.

XIII. REPRESENTATIVE SIGNATURES

NAME
(Name of Agency) Sheriff's
Department

NAME
California Highway Patrol,
Commander

NAME
(Name of Agency) Police Department

NAME
California Highway Patrol,
Division Chief

NAME
(Name of Agency) County District
Attorney

ANNEX B

SAMPLE MEMORANDUM – WRITTEN AGREEMENT WITH OFFICER TO PARTICIPATE IN TASK FORCE

State of California

Transportation Agency

Memorandum

Date:

To:

From: **DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

File No.:

Subject: **TASK FORCE ASSIGNMENT**

In order to provide you with a clear understanding of your duties and responsibilities in this special assignment, this memorandum will serve as a written agreement regarding the terms and conditions of your assignment to the _____ Task Force.

Your assignment will begin on _____ and continue for a period of three years. However, it may be extended or terminated at any time based upon the needs of the Department. At the conclusion of this special assignment, you will be reassigned to the _____ Area.

Although assigned outside the Department, you will still be accountable for complying with California Highway Patrol (CHP) policy and directives. This is documented in General Order 100.100, General Law Enforcement Task Force Participation. During your assignment to the _____ Task Force, your CHP supervisor will be _____. You will report to your supervisor on a weekly basis to keep yourself abreast of departmental activities, and also to keep your supervisor apprised of your task force operations. Additionally, you will assume the following responsibilities by accepting this assignment:

1. Provide current officer safety and intelligence information to all Area personnel on a continuous basis. Intelligence information should be limited to that which does not compromise ongoing or future investigations.
2. Provide training to Area personnel in skills acquired from involvement with the task force.
3. Stand ready to assist Area personnel by use of your expertise as a member of the task force.

I am sure this assignment will prove to be a rewarding experience for you. The knowledge and skills you will gain will be a great benefit to both yourself and the Department.

_____, Captain
Commander

_____, Officer

cc: _____ Division
Field Support Section

Safety, Service, and Security
CHP 51 (Rev. 09/2013) OPI 076



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