CENTRAL VALLEY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)

MOUNTAIN AND VALLEY MARIJUANA INVESTIGATION TEAM (MAVMIT)

MEMORANDUM OF UNDERSTANDING

April 1, 2008 - Indefinite

MEMORANDUM OF UNDERSTANDING

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Central Valley High Intensity Drug Trafficking Area (HIDTA

Mountain and Valley Marijuana Investigation Team (MAVMIT)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) establishes the Sacramento Area HIDTA Mountain and Valley Marijuana Investigation Team (MAVMIT). 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 this MOU as they relate to the Mountain and Valley Marijuana Investigation Team (MAVMIT), 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 cultivation of controlled substances. By using this task force concept, the Member Agencies intend to coordinate narcotic enforcement regionally, to increase the flow of information between the law enforcement agencies participating in the MAVMIT, and to provide a highly trained and mobile specialized enforcement team.

It has long been known that auto theft and illicit drug trafficking go hand-in-hand. Therefore, in an effort to address some of the criminal effects associated with illicit drug trafficking, the California Highway Patrol (CHP), as a member agency, will be primarily responsible for the investigation of stolen vehicles discovered during MAVMIT missions.

II. BOARD OF DIRECTORS

A. Membership

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

Participating Agency Members - Federal, state or local law enforcement

agencies that have made a personnel commitment in the form of sworn law enforcement personnel to the MAVMIT 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 MAVMIT 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 MAVMIT and its Governing Board. Representatives of those agencies will be invited to attend and participate in MAVMIT Governing Board meetings. Associate Agency Members do have voting rights with respect to issues before the Board.

B. Voting Members From Participating Agencies

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

- California Department of Justice, Bureau of Narcotic Enforcement, Sacramento Regional Office - Special Agent in Charge
- Yolo County District Attorney's Office Chief Investigator
- Drug Enforcement Administration, Sacramento Assistant Special Agent in Charge
- California Highway Patrol, Valley Division Chief
- Department of Interior, Bureau of Land Management Special Agent in Charge
- 6. United States Forest Service Special Agent in Charge

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 members of the same law enforcement agency.

D. Conduct of Board Members

The MAVMIT Governing Board shall meet annually or when deemed necessary by the Governing Board. The purpose of this meeting is to review the activities of the MAVMIT, and taking any action necessary to operate the MAVMIT.

Quorum

A quorum shall consist of a simple majority of the voting Governing Board Members or their designees. Where the composition of the Governing Board results in there being an even number of voting members, a quorum shall consist of one half of the board members, plus one (1).

2. Majority Voting

Except as otherwise expressly provided herein, any issue voted upon by the MAVMIT 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 MAVMIT will promote coordinated law enforcement efforts toward dismantling the marijuana cultivation, smuggling and distribution of organizations as it affects Central and Northern Valley Counties and Public Lands. Encouraging full cooperation between local, state and federal law enforcement and prosecutorial agencies to pursue, disrupt and dismantle these organizations by:

- Identifying, arresting and prosecuting members of criminal organizations involved in the outdoor and indoor cultivation, smuggling and trafficking of marijuana.
- Identifying and seizing assets relating to the sale, smuggling, distribution and cultivation of marijuana.
- Provide follow-up investigations on major marijuana seizures, and developing evidence of links to the cultivation, smuggling and trafficking organizations operating these gardens.
- Coordinating information, inquiries and submissions through the LA Clearinghouse.
- Coordinate all investigative activities through the Central Valley HIDTA Intelligence Center.
- Providing all specific training pertaining to major marijuana investigations.

IV TASK FORCE COMMANDER

A. Task Force Commander

The management and supervision of the MAVMIT's operations and resources will be the responsibility of a "Task Force Commander." In addition to operational responsibility, the Task Force Commander will act as a liaison between the MAVMIT on the one hand, and the MAVMIT 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.

B. Task Force Commander Responsibilities

Although not intended as an exclusive list of duties, the Task Force Commander shall be responsible for the following in connection with MAVMIT operations:

- Supervise and direct all full and part-time personnel assigned to the MAVMIT
- 2. The Task Force Commander will 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/or their approved/issued camouflage uniform and all safety equipment during all planned enforcement actions.
- Schedule and approve normal and overtime hours for all personnel assigned to the MAVMIT.
- Prepare and maintain MAVMIT purchase documents, invoices, and accounting records for expenditure of funds, as well as prepare and maintain overtime records, IIIDTA budget records, and arrest and seizure statistics. Prepare the MAVMIT Annual Report.
- Safeguard and maintain all MAVMIT property, equipment, reports and evidence.
- Prepare and present MAVMIT monthly activity reports to the Governing Board
- Insure each participating agency follows and complies with their individual Department Policy and Procedures Manual.
- Coordinate requests for assistance and additional manpower with the Operations Commander of assisting agencies.

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 MAVMIT Governing Board, and any Member Agency that makes a request, an annual report of MAVMIT 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 AND 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 *the* 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 MAVMIT operations, shall be the property of MAVMIT 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.

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

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

- A. Space will be provided by DOJ-BNE. All utilities for the space will be paid by DOJ-BNE.
- B. Installation of telephone lines, telephone equipment and repairs, as well as payment of monthly, local, ATSS, and long distance charges.
- C. Alarm and security equipment meeting the agency requirements of each Participating Agency, including maintenance and monitoring expenses.
- D. Evidence storage/destruction and security.
- E. CLETS machine on single or county line.

F. At least 10 computers (two desk top and eight laptops), with three printer will be maintained by BNE, which is compatible with DOJ's MAPPER/CIMS/GroupWise system.

VIII ASSET FORFEITURE

Proceeds derived from an asset forfeiture as a result of MAVMIT 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 polices of the Member Agencies. Any modification to the asset forfeiture provisions of this MOU must be set forth in writing and be approved by the Governing Board.

A. Use of Asset Forfeiture Funds for MAVMIT Operations

The MAVMIT shall use the DLE assigned NCIC number for purposes of receiving equitable sharing of funds from state and/or federal asset forfeiture programs. The asset forfeitures funds generated by MAVMIT operations will be dispersed to the member agencies based upon the formula listed in this MOU, based upon the level of agency participation. Member Agency entitled to a share of those funds pursuant to this MOU shall have a right to distribution of its share of those funds unless approved by the Governing Board as provided herein. The use of asset forfeiture funds in MAVMIT 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 California Department of Justice (DOJ) shall maintain accounts for receipt and disbursement of funds generated by state asset seizure/forfeiture, and all funds generated by MAVMIT activity shall pass through the DOJ Asset Forfeiture Accounting Office. The DOJ Asset Forfeiture Accounting Office shall make disbursements in accordance with this MOU and Governing Board direction, and provide monthly accountings thereof. Asset Seizures that will be handled federally will be processed through the United States Attorney's Office via the Drug Enforcement Agency (DEA), according to federal guidelines. 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 accordingly. Proceeds derived from state or federal asset forfeiture proceedings will be distributed to member agencies as set fourth per the formula listed in this MOU, based upon the level of agency participation. Though it is not mandatory, it is encouraged that asset forfeiture proceeds received by member agencies are utilized to further the goals and objects of MAVMIT. These procedures shall comply with applicable state and federal asset forfeiture laws.

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 MAVMIT

A Member Agency that withdraws from the MAVMIT 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 MAVMIT 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 MAVMIT. 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 or joining the MAVMIT.

All Member Agencies agree that the MAVMIT Governing Board shall have one (1) calendar year following the effective date of the Agency's withdrawal from MAVMIT 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 MAVMIT 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 MAVMIT 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:

Yolo County District Attorney's Office	1 Share
CA DOJ-BNE	3 Shares
United States Department of Justice,	
Drug Enforcement Administration	1 Share
United States Forest Service	1 Share
California Highway Patrol	1 Share

Half Shares:

Department of Interior, Bureau of Land 1/2 Share

Management:

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 MAVMIT for administration or implementation of this agreement during the term thereof. Any and all records pertaining to the MAVMIT expenditures shall be maintained at a location designated by the MAVMIT Governing Board, and those records must be readily available and provided without any undue delay for examination or audit by any federal, state or local governmental agency authorized by law to conduct such an examination or audit. In addition, all records and reports generated by MAVMIT shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years following termination of this MOU, whichever is sooner.

X NONDISCRIMINATION CLAUSE

All Member Agencies will comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with 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 PROCEDURE MANUAL

All participating members of MAVMIT will follow their individual department policy and procedures concerning field operations and employee conduct while assigned to the MAVMIT. Department of Justice, Division of Law Enforcement (DOJ DLE) Policy and Procedures Manual will govern all members co-located at 3046 Prospect park Drive, Suite 1, Rancho Cordova, concerning office security, evidence, report writing, Internet access and Case Information Management System (CIMS). DLE BNE report writing procedure does not preclude any agency member from utilizing their own department reports in addition to the BNE Reporting System. In the event MAVMIT local and federal agency personnel commitment reaches a level of (3) three full time investigators, a MAVMIT Policy and Procedures Manual will be developed by the Task Force Commander. The

Policy and Procedures Manual will be subject to review and approval by the MAVMIT Governing Board.

If a question regarding policies and procedures arises, and the matter is not specifically addressed in the parent agency's policies and procedures. The Task Force Commander will be advised of the situation. The Task Force Commander shall report the conflict in writing to the Chairperson of the Governing Board within twenty-four (24) hours, and a meeting of the Governing Board shall be convened to address the issue.

XII TERM OF AGREEMENT

The term of this agreement is indefinite beginning April 01, 2008. The term of this MOU may be amended by vote of the MAVMIT Governing Board. The MAVMIT will only be responsible for financial obligations incurred by MAVMIT 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 withdrawal.

XIII TRAINING

MAVMIT agents may receive training as deemed necessary and appropriate by the Task Force Commander and Governing Board, which will be paid for from CV HIDTA funds where available. The MAVMIT shall, with the guidance of the MAVMIT Governing Board and the resources of the participating agencies, provide the staff of the MAVMIT 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 MAVMIT. A listing of courses and the estimated costs shall be placed in the annual budget of MAVMIT. Personnel must have received all of the necessary training required by their parent agency prior to being deployed as a Task Force Member.

XIV COMPENSATION

Each participating agency is responsible for providing its respective personnel with salaries, benefits, and overtime in accordance with the Fair Labor Standards Act (FLSA) regulations. The (Department of Justice) further agrees to reimburse the PARTICIPATING AGENCIES personnel overtime, which is not to exceed a total of (\$ 16,328.75) per fiscal year. The PARTICIPATING AGENCIES overtime will initially be paid by the PARTICIPATING AGENCIES. The (Department of Justice) will then reimburse the PARTICIPATING AGENCIES from HIDTA funds, at the discretion of the Task Force Council, for overtime and expenses in accordance with the provision of this agreement.

Requests for reimbursement shall be made on a monthly basis and submitted as soon as practical after the first of the month which follows the month for which reimbursement is requested. Overtime invoices shall be sent to the Department of Justice and mailed directly to the Department of Justice at 1300 I Street, Room 810, Sacramento, California 95814, attention Grants Unit. Reimbursements will be sent to the following addresses:

For the Yolo County District Attorney's Office

301 2nd Street Woodland, CA 95695 Attn: Smokey Richard

For the California Highway Patrol

Fiscal Management Section 860 Steel Water Road West Sacramento, Ca, 95605-1649

For the El Dorado County Sheriff's Office

300 Fair Lane Placerville, Ca 95667 Attn: Sherry Bahlman

For the Placer County Sheriff's Office

Fiscal Management Unit P.O.Box 6990 Auburn, Ca. 95604 Attn: Rosie Dreher

For the Yolo County Sheriff's Office

2500 East Gibson Road Woodland, CA 95776 Attn: Finance

For the Stockton Police Department

22 East Market Street Stockton, CA 95202 Attention: Tom Hennig

The Department of Justice will reimburse the agency travel expense for agents up to the maximum allowable by the Department Of Justice. All other travel claim rules will be followed in accordance with those regularly followed by the agency.

XV TASK FORCE PERSONNEL AND EQUIPMENT RESOURCES

F. Equipment

The Participating Agencies shall ensure that their assigned personnel shall have the following agency provided equipment:

- One undercover vehicle and mobile police radio.
- Full standard compliment of investigative and safety equipment, as issued by the parenting agency.
- 3. Raid gear and protective ballistic body vests.
- 4. Rural equipment will be purchased by MAVMIT
- Surveillance equipment (digital cameras, video cameras, GPS vehicle trackers) will be purchased by MAVMIT

G. Personnel

The Participating and Associate Member Agencies have committed personnel to the MAVMIT as follows:

Full Time:

Bureau of Narcotic Enforcement	1 Special Agent Supervisor
	Up to 4 Special Agents
Yolo County District Attorney's Office	1 Investigator
Drug Enforcement Agency	1 Special Agent
United States Forest Service	1 Special Agent
California Highway Patrol	1 Officer

Part Time:	
Department of Interior, Bureau of Land Management	1 Special Agent
Liasion:	
El Dorado County Sheriff's Office	1 Detective
Placer County Sheriff's Department	1 Detective
Yolo County Sheriff's Department	1 Detective
Stockton Police Department	I Detective

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 MAVMIT. Personnel assigned to the MAVMIT shall be deemed to be continuing under the employment of their respective agencies, and shall continue to have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

No Member Agency shall be responsible for the acts, errors or omissions of another Member 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 based on the MAVMIT activities, all Member Agencies agree to defer any claims against another participating agency, unless the statutory time restrictions are about to expire, its officer(s) or employees until the Underlying Claim is settled or otherwise determined. There after, any claims between or among Member Agencies shall be resolved in accordance with law. Immediately upon receiving such a claim, the Task Force Commander and/or Board Chairperson shall provide the parent agency of the MAVMIT members involved in the incident with a copy of the claim.

XVII 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.

XVIII VEHICLE OPERATION

It is the policy of the MAVMIT 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 MAVMIT agent or officer. Each MAVMIT member will be assigned a vehicle by the parent agency 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 MAVMIT 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 MAVMIT 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 MAVMIT.

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

XIX CITIZEN COMPLAINTS

The MAVMIT will establish and set forth a process for accepting and handling complaints received at the task force level. The MAVMIT will utilize the Participating Agencies approved forms for accepting these complaints.

XX DISCIPLINARY PROCESS

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

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

XXII ANNUAL PERFORMANCE REPORTS

If requested by the parent agency of a MAVMIT member, a performance evaluation shall be prepared by the Task Force Commander on MAVMIT personnel. It will be the responsibility of the parent agency to discuss the evaluation with the MAVMIT member, and to determine whether the Task Force Commander should participate in the review process as well.

XXIII PRESS POLICY

The Press Policy of the MAVMIT shall conform to the United States Department of Justice Official Press Policy, adopted by the <u>Central Valley HIDTA Executive</u> Committee for all the enforcement initiatives of the Central Valley HIDTA.

Unless otherwise approved, media representatives shall not be invited to accompany MAVMIT personnel during enforcement operations.

XXIV SIGNATURES

The undersigned represents that he/she has the authority to execute this agreement on behalf of the Member Agency that they represent. The parties, evidenced by their signatures hereto, agree that this MOU shall be effective upon approval of all Member Agencies, and shall remain in full force and effect until that Member Agency withdraws from the MAVMIT 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.

AGREED HERETO BY ALL PARITIES WHOSE SIGNATURES APPEAR BELOW:

CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU OF NARCOTIC ENFORCEMENT

Brent Orick, Special Agent in Charge	Date
YOLO COUNTY DISTRICT ATTORNEY'S OFFICE	
Pete Martin, Chief Investigator	Date
DEPARTMENT OF INTERIOR, BUREAU OF LAND MA	ANAGEMENT
Troy Bolen, Special Agent in Charge	Date

UNITED STATES FOREST SERVICE

Ronald Pugh, Special Agent in Charge	Date
UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION	
Javier Pena, Special Agent in Charge San Francisco Field Division	Date
CALIFORNIA HIGHWAY PATROL, VALLEY DIVISION	
Stanton Perez, Chief	Date
EL DORADO COUNTY SHERIFF'S OFFICE	
Jeff Neves, Sheriff	Blick9 Date
PLACER COUNTY SHERIFF'S DEPARTMENT	
Edward Bonner, Sheriff	Date
YOLO COUNTY SHERIFF'S DEPARTMENT	
Ed Prieto, Sheriff	Date