

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

April 7, 2026

FROM

**SHANNON D. DICUS, Sheriff/Coroner/Public Administrator
TRACY REECE, Chief Probation Officer, Probation Department**

SUBJECT

Non-Financial Memorandum of Understanding for Participation in a Multi-Agency Gang Intelligence Team

RECOMMENDATION(S)

1. Approve non-financial **Memorandum of Understanding No. 26-271**, including non-standard terms, between the Sheriff/Coroner/Public Administrator, Probation Department, City of San Bernardino Police Department, California Department of Corrections and Rehabilitation, and United States Department of Homeland Security, to form and participate in a Gang Intelligence Team to investigate, disrupt, and dismantle gangs operating in the Inland Empire's communities, effective upon execution by all parties, and continuing through December 31, 2030.
2. Authorize the Sheriff/Coroner/Public Administrator and the Chief Probation Officer to execute the Memorandum of Understanding to form and participate in the Gang Intelligence Team, and any subsequent non-substantive amendments to the Memorandum of Understanding, including changes to the scope of work, on behalf of the County, subject to County Counsel review.
3. Direct the Sheriff/Coroner/Public Administrator to transmit the Memorandum of Understanding and any subsequent non-substantive amendments to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Carolina Mendoza, Chief Deputy Director, 387-0640)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Foster Sustainable Development Through Strategic Partnerships.
Provide for the Safety, Health and Social Service Needs of County Residents.**

FINANCIAL IMPACT

Approval of this Memorandum of Understanding (MOU) will not result in the use of Discretionary General Funding (Net County Cost) as it is non-financial in nature.

BACKGROUND INFORMATION

The Inland Empire's region of San Bernardino County is a major hub for gang activity and drug trafficking, due to its strategic location for transportation, which represents a complex and evolving problem that extends beyond major urban areas into suburban and rural pockets. As a result, the region experiences a high rate of gang-related organized street crime and drug trafficking. The MOU formalizes relationships between participating agencies and delineates their responsibilities within the Gang Intelligence Team (GIT). The participating agencies

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include: the Sheriff/Coroner/Public Administrator's Department (Sheriff), Probation Department (Probation), City of San Bernardino Police Department (SBPD), California Department of Corrections and Rehabilitation (CDCR), and United States Department of Homeland Security (USDHS).

The proposed MOU also includes non-standard terms and conditions that differ from the County's standard contract language as follows:

1. The MOU is silent on governing law.
 - The County standard contract requires California governing law.
 - Potential Impact: Having no specified governing law in the MOU results in uncertainty over which laws will govern the interpretation of the MOU and leads to ambiguity in the interpretation of the MOU terms. The USDHS is a federal agency with offices located nationwide; SBPD is a local city agency, and CDCR is a state agency with offices throughout California. The MOU could be interpreted under any state law, or under federal law, depending on where the claim is brought, including California. Any questions, issues, or claims arising under this MOU could require the County to hire outside counsel competent to advise on the applicable state or federal law, which may result in fees that exceed the total MOU amount.

2. The MOU does not require any of the participating agencies to meet the County's insurance standards, as required pursuant to County Policies 11-05, 11-07, and 11-07 SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that the outside agencies will be financially responsible for claims that may arise under the MOU, which could result in expenses to the County that exceed the total MOU amount.

3. The MOU does not require any of the participating agencies to indemnify the County, as required by County Policies 11-05, 11-07, and 11-07 SP.
 - The County standard contract indemnity provision requires contractors to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors, or omissions of any person.
 - Potential Impact: The participating agencies are not required to defend, indemnify, or hold the County harmless from any claims, including indemnification from claims arising from the participating agencies' negligent or intentional acts. If the County is sued for any claim that may arise under the MOU, the County may be financially responsible for the defense of the claim and any resulting judgment/settlement.

While the terms and conditions of the MOU are exceptions to the County's standard language, approval by the Board of Supervisors is necessary for Sheriff and Probation to participate in the GIT. County Counsel and Risk Management have reviewed the non-standard language and provided input.

Approval of Recommendation No. 1 will authorize the MOU for the formation of, and participation of the Sheriff and Probation in the GIT that will conduct in-depth, comprehensive investigations targeting the most violent, disruptive, and influential criminal street and prison

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gangs in the Inland Empire's communities, to disrupt and dismantle these criminal organizations through state and federal prosecution.

Approval of Recommendation No. 2 will authorize the Sheriff/Coroner/Public Administrator and the Chief Probation Officer to execute the MOU and non-substantive amendments, including changes to the scope of work, on behalf of the County. Delegated authority is needed to execute non-substantive amendments when changes to the scope of work are made due to updates to internal policies and procedures of participating agencies that directly affect the MOU. For example, these may include changes to the administrative guidelines, changes in the chain of command, reports of injuries and vehicle accidents while on duty, etc. as these amendments require immediate actions to avoid escalating safety issues.

The MOU may be terminated without cause upon 30 days' written notice by any party.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Probation (Thomas Kamara, Director of Administration, 387-9631) on March 14, 2026; Sheriff/Coroner/Public Administrator (Carolina Mendoza, Chief Deputy Director, 387-0640) on March 10, 2026; County Counsel (Miles Kowalski and Maria Insixiengmay, Deputies County Counsel, 387-5455) on March 16, 2026; Risk Management (Stephanie Mead, Staff Analyst, 386-9044) on March 11, 2026; and County Finance and Administration (Erika Rodarte, Administrative Analyst, 387-4919) on March 22, 2026.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: April 7, 2026



cc: Sheriff- Mendoza w/agree for sign
Contractor -c/o Sheriff w/agree
File - w/agree

MBA 04/9/2026