

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SAN BERNARDINO COUNTY SHERIFF/CORONER/PUBLIC ADMINISTRATOR**  
**AND**  
**THE SAN BERNARDINO COUNTY PROBATION DEPARTMENT**  
**AND**  
**THE CITY OF SAN BERNARDINO POLICE DEPARTMENT**  
**AND**  
**THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**  
**AND**  
**THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY**  
**FOR**  
**THE GANG INTELLIGENCE TEAM (GIT)**  
**April 7, 2026**

This Memorandum of Understanding (MOU) is entered into by the San Bernardino County Sheriff/Coroner/Public Administrator (Sheriff or Sheriff’s Department), San Bernardino County Probation Department, San Bernardino City Police Department, California Department of Corrections and Rehabilitation, and United States Department of Homeland Security (collectively, the “Member Agencies,” and singularly, the “Member Agency”).

**I. PURPOSE**

The purpose of this MOU is for the Member Agencies to form a Gang Intelligence Team (GIT) that will conduct in-depth, comprehensive gang investigations targeting the most violent, disruptive, and influential criminal street and prison gangs in the Inland Region’s communities, in order to disrupt and dismantle these criminal organizations through state and federal prosecution. The Member Agencies, through the use of an Executive Board, will oversee and conduct coordinated gang enforcement efforts throughout the Inland Region, encouraging maximum cooperation between all law enforcement and prosecutorial agencies.

**II. TERM**

This MOU shall be effective from the date of the last signature of the parties, and will continue in effect until December 31, 2030, but may be terminated earlier in accordance with other provisions of this MOU.

**III. SHERIFF’S DEPARTMENT RESPONSIBILITIES**

- A. The Sheriff's Department, Gangs/Narcotics Division, will assign a designee with the rank of lieutenant or higher who will be responsible for reporting directly to the Executive Board on all matters of GIT concern.
- B. All GIT investigations shall be regularly reviewed by the Sheriff's Department Gangs/Narcotics Division lieutenant or designee. Areas of discretion in the setting of priorities for these cases will be determined by, but not be limited to, the type of enterprise, the impact on the community, current caseload, available workforce, and equipment and workable investigative leads.
- C. The Sheriff's Department will supply all GIT members with specialized items, mobile devices, and office equipment (desks, chairs, typewriters, file cabinets, phones, computers, office supplies, etc.).

#### **IV. MEMBER AGENCY RESPONSIBILITIES**

- A. Each Member Agency shall supply to and maintain vehicles for its personnel assigned to GIT. Vehicles assigned should be appropriate for use in covert surveillance operations. The Member Agency should additionally provide for its personnel assigned to GIT department radio and mobile devices which will assist with investigations.
- B. Federal, state, and County officers assigned to GIT will work full time unless special Executive Board arrangements have been made. GIT members will be under the direct daily supervision of the Sheriff's Department Gangs/Narcotics Division lieutenant and follow all policies, procedures, and guidelines specifically enacted by GIT's Executive Board. Upon assignment to GIT, all members shall read the Sheriff's Department Gangs / Narcotics Division policy manual. The member will be required to acknowledge in writing that the member read the policy manual. The acknowledgement will be filed at GIT with a copy to the member. Should any of the GIT policies or procedures conflict with the GIT member's Member Agency's rules and regulations, the GIT member shall immediately bring said conflict to the attention of his/her GIT supervisor. The GIT supervisor will, in turn, bring the matter to the attention of the GIT Manager, who will take any necessary action required to rectify the situation.

#### **V. FISCAL PROVISIONS**

##### **A. PAYROLL AND BENEFITS**

Each Member Agency will pay the employment wages of and provide Member Agency-dictated benefits to its own personnel assigned to GIT.

##### **B. SICK TIME**

1. All personnel will utilize sick time following their respective Member Agency's policies and procedures.
2. Reporting of sick time will be made to the GIT supervisor.
3. GIT will then notify the employing Member Agency of the GIT member's sick time to ensure proper notification and timekeeping.

**C. OVERTIME**

1. All personnel will attempt to contact/notify the GIT supervisor for approval before working overtime.
2. All personnel will, as required, work beyond their normal workday or respond to callouts as deemed necessary by the GIT lieutenant or supervisor.
3. Each Member Agency will be responsible for the payment of any overtime worked by their personnel assigned to GIT.

**VI. ADMINISTRATIVE GUIDELINES**

All GIT members are expected to conform to their respective Member Agency's policies and procedures in addition to any policies and procedures set forth by GIT (such as on performance expectations, punctuality, and chain of command).

**A. CIVILIAN COMPLAINTS**

Any complaint from an individual alleging misconduct by GIT personnel will be directed to the GIT lieutenant or designee, and a written report will be submitted to the Sheriff's Department Gangs/Narcotics Division's commander for evaluation. The GIT lieutenant will notify the GIT member's Member Agency and facilitate that agency's investigation of the incident. It will be the policy of GIT to receive, record, and properly direct all civilian complaints against its members without exception.

**B. EMPLOYEE EVALUATIONS**

GIT recognizes that all Member Agencies have at least annual employee evaluations. When such evaluations are due, the GIT supervisor of the affected employee will assist the appropriate Member Agency supervisor in completing a fair and objective evaluation for the rating period.

**C. INJURIES SUSTAINED ON-DUTY**

When a GIT member is injured on duty, it will be necessary to follow the procedures required by that member's Member Agency, including with regard to notification of the Member Agency. In emergencies, the GIT member will receive immediate medical attention. To assist the Member Agency supervisors in ensuring that a GIT member's injury is treated without unnecessary delay, GIT members shall supply their respective Member Agency's supervisor with a packet from the Sheriff's Department which contains requisite forms and application instructions for processing per Sheriff's Department policies and procedures for the purpose of the proper handling of emergency events.

**D. ON-DUTY MOTOR VEHICLE ACCIDENTS**

If a GIT member is involved in a motor vehicle accident while on duty, a long-form accident report will be completed by the jurisdictional agency. Copies will be forwarded to the GIT member's Member Agency and the GIT lieutenant for further review and any necessary action. In any on-duty motor vehicle accident, whether injury or non-injury, the GIT lieutenant or designee will

immediately notify the Member Agency so that that agency may notify any of its appropriate departments, insurers, etc.

## **VII. GENERAL PROVISIONS**

### **A. SHERIFF'S AUTHORITY TO APPROVE MOU**

The Sheriff, as the head of a county's law enforcement agency, enters into this MOU pursuant to his authority over law enforcement operations within the county, and his duty to preserve peace by sponsoring or supervising projects related to crime prevention. (Gov. Code § 26600; Pen. Code § 830.1.)

### **B. LIABILITY**

The parties to this MOU agree that this MOU does not create any joint or several liability between them or any of their respective agencies, employees, or representatives. The parties understand and agree that no party shall be liable for the actions, omissions, or obligations of any other party under this MOU.

### **C. NON-BINDING NATURE**

This MOU does not bind or obligate the governing bodies (e.g., city councils, boards of supervisors, or other legislative bodies) of any of the Member Agencies, nor does it create any financial or legal obligations for such governing bodies. Any financial commitments or obligations must be separately approved by the appropriate governing body in accordance with applicable law.

### **D. NON-ENFORCEABLE AGREEMENT**

This MOU is intended solely as a statement of mutual understanding between the parties and does not create any enforceable rights or obligations on the part of any party. The provisions of this MOU are not legally enforceable in any court or legal proceeding, and no party shall have any claim against any other party for failure to perform or comply with the terms set forth herein.

### **E. TERMINATION FOR CONVENIENCE**

The parties reserve the right to terminate this MOU, for the party's convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services or duties described herein. Upon receipt of a termination notice the noticed party shall promptly discontinue the described services or duties unless the notice directs otherwise. If applicable, the terminating party shall promptly deliver to the County, through the GIT lieutenant, and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

### **F. AMENDMENTS AND MODIFICATIONS**

The parties agree that any alterations, variations, or modifications of the provisions of this MOU shall be valid only when reduced to writing, executed, and attached to the original MOU and approved by the person(s) authorized to do so on behalf of the member agency.

**G. ELECTRONIC SIGNATURES**

This MOU and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

**IN WITNESS WHEREOF**, San Bernardino County by and through its included Sheriff/Coroner/Public Administrator and its Probation Department, the City of San Bernardino Police Department, the California Department of Corrections and Rehabilitation, and the United States Department of Homeland Security have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

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Shannon D. Dicus  
Sheriff/Coroner/Public Administrator  
San Bernardino County Sheriff’s Department

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Date

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Tracy Reece  
Chief Probation Officer  
San Bernardino County Probation Department

\_\_\_\_\_  
Date

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Darren Goodman  
Chief of Police  
City of San Bernardino Police Department

\_\_\_\_\_  
Date

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Heather Bowlds  
Director (A) – Division of Adult Parole Operations  
California Department of Corrections and  
Rehabilitation

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Date

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Christopher Wolcott  
Special Agent in Charge  
U.S. Department of Homeland Security

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Date