



MULTI-AGENCY GANG UNIT

WESTERN DISTRICT OF TENNESSEE

MGU

WESTERN DISTRICT OF TENNESSEE
MULTI-AGENCY GANG UNIT (M.G.U.)
Memorandum of Understanding

I. PURPOSE

This MOU establishes the Mission of the Multi Agency Gang Unit (“M.G.U.”) as a joint, cooperative, and equal effort. Additionally, this MOU formalizes relations among participating agencies for policy, guidance, and planning, in order to maximize interagency cooperation and create a close knit, cooperative unit, capable of addressing the most pressing gang-related problems facing local, state, and federal law enforcement in the Western District of Tennessee. It is the desire of the participating agencies to maximize coordination and cooperation during this effort.

II. MISSION

The mission of M.G.U. is to eradicate criminal activity of street gangs whose members threaten, terrorize, and commit a multitude of crimes against the peaceful citizens of our community’s neighborhoods, schools, and businesses.

III. GOALS

- A. To reduce illegal street gang activity by targeting areas of known street gangs’ criminal activity, and deploying uniform law enforcement in a zero-tolerance mode towards

known or suspected criminal street gang members.

- B. To identify, apprehend, and prosecute gang leaders and hard-core members who engage in felonious criminal activity.
- C. To identify, apprehend, and prosecute gang members, associates, and enterprises who engage in felonious criminal activity committed for the benefit of, in association with, or at the direction of a criminal street gang.
- D. To identify, apprehend, and prosecute those who commit criminal acts of witness intimidation for the benefit of, in association with, or at the direction of a criminal street gang.
- E. To identify, apprehend, and prosecute gang members and associates who violate the terms and conditions imposed by the court and correctional system while on probation, parole, or on pre-trial release.
- F. To gather, collect, and disseminate information on criminal street gangs.
- G. To provide education and training for law enforcement, schools, churches, businesses, the media, parents, correctional institutions, and the community regarding gang related issues, including but not limited to signs of

gang activity, the dangers of gang affiliation, and to provide assistance in seeking an alternative lifestyle.

IV. GENERAL OPERATING STRATEGIES

In conjunction with specific policies of the Board of Directors, M.G.U. will engage in efforts to interdict and suppress criminal street gang violent crime.

To these ends, the participating agencies agree on this MOU and execute this document concerning the formation of M.G.U. The participating agencies jointly and separately agree to abide by the terms and provisions of this MOU throughout the duration of the joint operation.

V. ORGANIZATIONAL STRUCTURE

M.G.U. will consist of a Board of Directors, an Advisory Committee, a Community Forum, an Operations Commander the “Unit,” and a Prosecution Team. M.G.U. will include personnel from city, county, state, and federal agencies who have expressed a desire to participate as members of the “Unit.” The size of M.G.U. may fluctuate according to the number of personnel each participating agency is able to provide.

A. Board of Directors

The Board of Directors will establish policy and set direction for

M.G.U. consistent with the mission and goals stated in the MOU. At the time of the execution of this MOU, the members will consist of the following whose agencies have committed significant resources to M.G.U.: the Director of the Memphis Police Department, the Shelby County Sheriff, the Shelby County District Attorney General, the United States Attorney for the Western District of Tennessee, A.T.F. Special Agent in Charge, F.B.I. Special Agent in Charge. The goal of M.G.U. is to keep all the agencies involved to the best of everyone's ability.

The Chairperson for the Board of Directors will be the Shelby County District Attorney General.

The Vice Chairperson for the Board of Directors shall be selected by majority vote of the Board of Directors.

The Board of Directors will convene at least once a quarter and more often as deemed necessary. These quarterly meetings shall be held on the second Monday of March, June, September, and December at 10:30 a.m., unless otherwise determined by the Chairperson (or Vice Chairperson acting in place of the Chairperson). Meetings shall be held at M.G.U. home office or at a designated location.

A special Meeting of the Board of Directors may be called by the Chairperson (or Vice Chairperson acting in place of the Chairperson) for the purpose of taking immediate action as necessary.

Each member of the Board of Directors will have one vote, except for the Chairperson (or Vice Chairperson acting in place of the Chairperson) who will vote only in the event of a tie vote. Whether any vacancy on the Board of Directors should be filled, and if so, when, will be decided by majority vote of the Board of Directors. Appointments to and removals from the Board of Directors will be made by majority vote of the Board of Directors.

Each voting member of the Board of Directors shall appoint an alternate who may attend Board of Directors meetings and carry out all voting member responsibilities in place of that member.

A quorum will consist of the presence of two-thirds of the voting members or designated alternates of the Board of Directors at an authorized meeting.

B. Advisory Committee

All law enforcement agencies operating within the district with an interest in M.G.U. are welcome to the table in an advisory position. These are non-voting members who have been invited by and agreed upon by the Board of Directors to serve as members. The function of the Advisory Committee is to provide input to the Board of Directors.

Appointments to, and removal from, the Advisory Committee will be made by majority vote of the Board of Directors.

The Advisory Committee will convene at least once a quarter and more often as deemed necessary in conjunction with the Board of Directors meetings. These quarterly meetings shall be held on the second Monday of March, June, September, and December at 9:30 a.m., unless otherwise determined by the Chairperson of the Board of Directors (or Vice Chairperson acting in place of the Chairperson). Meetings shall be held at M.G.U. home office or at a designated location.

C. Community Forum

All community stakeholders acting in a non-law enforcement capacity with an interest in the mission of M.G.U. are welcome to the table in an advisory position. These are non-voting members. The function of the Community Forum is to carry out the objectives of the board of directors and to provide a liaison between the law enforcement agencies committed to M.G.U. and community representatives.

The Community Forum will convene at least once a quarter and more often as deemed necessary by the Board of Directors. These quarterly meetings shall be held on the second Thursday of March, June, September, and December at 6:00 p.m., unless otherwise determined by the Chairperson of the Board of Directors (or Vice Chairperson acting in place of the Chairperson). Meeting locations shall be determined by the Chairperson of the Board of Directors (or Vice Chairperson acting in place of the Chairperson).

D. Operations Commander

The Operations Commander will be selected by the Board of Directors.

The Operations Commander has overall responsibility for the successful operation of M.G.U. The Operations Commander is accountable to the Board of Directors for implementing direction set by the Board of Directors. The Operations Commander will prepare monthly status reports, will act as a liaison with individual members of the Board of Directors, and will attend meetings of the Board of Directors as required.

The “Unit” is responsible and accountable to the Operations Commander.

E. Prosecution Team Commander

The Prosecution Team Commander will be an Assistant District Attorney selected by the Shelby County District Attorney General.

The Prosecution Team Commander will be responsible for determining appropriate cases for filing and prosecution by the Prosecution Team, for the prosecution of those cases and for coordinating with federal prosecutors in order to determine whether state or federal prosecution would better achieve the

goals of M.G.U.

The Prosecution Team Commander is responsible for implementing prosecution strategies and guidelines established by the Board of Directors. The Prosecution Team Commander is responsible for ensuring that the Prosecution Team complies with the direction set by the Board of Directors.

F. "The Unit"

"The Unit" will consist of a mix of personnel from participating law enforcement agencies. The "Unit" members are responsible and accountable to the Operations Commander. The "Unit" members are to exhibit proper conduct at all times, directing their efforts to implement the mandates provided by the Board of Directors. The "Unit" members will wear plainclothes or uniform as needed. Teams may draw resources from parent agencies as available and needed.

G. Prosecution Team Members

The Prosecution Team Members will consist of prosecutors from the Shelby County District Attorney's Office and the United States Attorney's Office for the Western District of Tennessee.

VI. LOCATION

M.G.U. will operate from covert facilities selected by the Board of Directors.

VII. OPERATIONS

A. Investigative Methods

The use of investigative methods and reporting procedures in conjunction therewith will be consistent with the policies and procedures of general law enforcement accepted practices as established by statute and case law.

B. Records and Reports

All M.G.U. investigative reports will contain a dual numbering system. The primary officer on an investigation will use his own department's reporting forms and obtain a incident report number from his own department. Additionally, a M.G.U. incident report number will also be provided. Both numbers will be listed on all reports.

At the conclusion of the investigation on all cases, the investigative crime reports will be forwarded to the department with primary jurisdiction. A copy of all these investigative crime reports will be maintained at M.G.U. home office at all times. All investigative reports and information will be available to all other participating agencies, subject to any legal and/or policy restrictions on dissemination of said reports and information.

C. Prosecution

Prosecution will be determined by the Prosecution Team Leader. When applicable, a case by case analysis will be performed to determine whether a case will be prosecuted at the state or the federal level. Cross-designation of state and federal prosecutors may be utilized to maximize prosecution efforts.

D. Federal Agencies

In the event an investigation is considered for prosecution by the United States Government, the appropriate agency will be contacted to request assistance in the investigation.

E. Informants/Cooperating Witnesses

Operational use of informants/cooperating witnesses in M.G.U. investigations must be made known to the Operations Commander, pursuant to participating agency policies.

F. Asset Forfeiture Procedures

It is recognized that equitable sharing of forfeited assets resulting from M.G.U. investigations may be made among the M.G.U. member agencies, in accordance with United States Department of Justice policy and procedures. A recommendation regarding the sharing of any specific forfeited assets will be made by a majority vote of the M.G.U. Board of

Directors. The United States Department of Justice representatives associated with M.G.U. will facilitate the appropriate procedures to accomplish the recommendation of the Board of Directors with regard to equitable sharing of such forfeited assets, in accordance with the requirements of applicable statutes and regulations.

G. Media Relations

Media releases regarding M.G.U. arrests, investigations, and prosecution will be coordinated and made by the Chairperson of the Board of Directors. If the Chairperson is not available, the media release will be made by the Vice-Chairperson of the Board of Directors.

In all instances, for purposes of press releases and media coverage, M.G.U., as an entity, will be credited with the arrest, investigation, and prosecution of its cases.

All members of the Board of Directors or their alternates will be advised of the media release prior to its release.

All media releases regarding Federal arrests, investigations, or prosecutions will be made in accordance with DOJ Guidelines.

H. Deconfliction

The Prosecution Team will coordinate with the Operations Commander to ensure that deconfliction of investigations occurs

on a regular basis.

VIII. ADMINISTRATION

A. Financial Administration

Any proceeds from seized assets or any other funds credited to M.G.U. will be deposited with the county trustee in a separate fund which will be maintained by the Shelby County Sheriff's Office. The accounts will be opened and maintained in accordance with all applicable statutes and standards. The funds will be released at the direction of the Board of Directors and shall be used for law enforcement purposes in accordance with applicable DOJ requirements concerning asset forfeiture funds.

B. Resources

1. Vehicles

Each participating agency will provide vehicles for its own personnel.

2. Communications

Each participating agency will provide communication equipment for its own personnel. Any additional communication equipment obtained by M.G.U. will be distributed by directive of the Operations Commander.

3. Safety Equipment

Each participating agency will provide all necessary safety equipment for its own personnel. Any additional safety equipment obtained by M.G.U. will be distributed by directive of the Operations Commander.

4. Firearms

Each participating agency will provide all necessary firearms for its own personnel. The policies and procedures of each participating agency will govern the use of firearms, firearms discharge, and the use of deadly force by its own personnel.

5. Supporting Staff

Each participating agency will provide all necessary support staff and support staff equipment for its own personnel. Any additional support staff or support staff equipment will be distributed by directive of the Operations Commander.

6. Equipment and Property

(a) Any property, equipment or furniture purchased or acquired with funds from any participating agency shall be the property of that agency and upon the termination of this agreement shall be returned to the agency. Each participating agency shall be responsible for maintaining records of such

property provided to M.G.U.

(b) Any property, equipment, or furniture purchased with funds from M.G.U. or acquired by M.G.U. shall be the property of M.G.U.. Upon the termination of this agreement or any revision, the property of M.G.U. shall be disbursed to the participating agencies pursuant to an equitable distribution formula created by a majority vote of the Board of Directors.

C. Program Costs

By signing this MOU, participating departments and agencies are acknowledging that this MOU is not an obligation or commitment of funds, nor a basis for transfer of funds beyond what is stated elsewhere in this MOU. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

D. Personnel Costs

Each participating agency will assume all personnel costs, including salaries, fringe benefits, overtime, and training, for its personnel assigned to M.G.U.. If an agency is not authorizing overtime for its personnel that fact must be made known to the

appropriate supervisor of the participating agency so that he or she can appropriately staff particular operations and coordinate manpower. All overtime must be approved by the supervisor of the participating agency.

E. Personnel Management

The selection of M.G.U. personnel will be made by each participating agency. If any of M.G.U. policies and procedures conflict with any of the participating agencies' policies and procedures, notice of said conflict shall be immediately given to the highest ranking officer of the respective participating agency assigned to M.G.U. This officer will take whatever action necessary to reconcile the conflict.

Operational problems will be addressed and resolved by the immediate supervisor in M.G.U. chain of command. If resolution is not achieved by the immediate supervisor, problems will be addressed and resolved by the supervisor at the next higher level of supervision. All participating agencies agree that the resolution of operational problems will be addressed and resolved at the lowest level possible.

Each participating agency retains full responsibility for the professional and personal conduct of all of its own personnel assigned to M.G.U.

IX. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All M.G.U. personnel will conform to their own agencies policies and procedures as well as all policies and procedures required by M.G.U., to the extent that they do not conflict. In the event of conflict, the agency's policies and procedures will control.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include, but are not limited to the following:

- a. Citizen complaints
- b. Employee evaluations
- c. On-duty motor vehicle accidents
- d. Injuries sustained while on duty
- e. Officer-involved shooting
- f. Discharge of firearm

Each team member's agency has in place an administrative process for addressing the situations listed above. When these situations arise, M.G.U. will immediately notify the involved officer's own agency. It will remain the responsibility of the involved officer's agency to address these situations pursuant to their own administrative process. M.G.U. personnel will provide assistance to the involved agency, as needed.

X. DURATION

The term of this MOU shall be for one year from the date of execution. Participation in M.G.U. by any participating agency

shall continue until said agency terminates participation in the following manner: delivery of written notice to the Board of Directors, with termination to be effective 30 days after delivery.

XI. TERM OF AGREEMENT

Any voting member of the Board of Directors may propose an amendment to this MOU by submitting it to the Board of Directors at any regular meeting. The amendment shall be voted upon at the next regular meeting.

The Board of Directors may amend any portion of the MOU by unanimous vote of the entire Board whether in person or by proxy.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency or agreed to by said agency.

XII. LIABILITY

Each participating agency shall be liable for any and all damages, including attorney's fees, resulting from the wrongful or negligent acts or omissions of its own employees, including those employees assigned to M.G.U., in accordance with the provisions of applicable laws.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while on duty and acting within the scope of his or her office or employment are governed by the Federal Tort Claim Act, 28 U.S.C. sections 1346(b), 2401(b), 2402, and 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of the statutes of the United States under which other recovery is authorized).

Claims against the State of Tennessee for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any State employee while on duty and acting within the scope of his or her office or employment are governed by the Tennessee Claims Commission.(unless the claim against the employee arises from a violation of the Constitution of the United States, or a violation of the statute of the United States under which other recovery is authorized).

Claims against Shelby County Government or the City of Memphis for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any of their officers and employees while on duty and acting within the scope of his or her office or employment are governed by the applicable State and federal laws and the United States Constitution.

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees as specified herein and will not seek financial contributions from the other for such acts or omissions.

Each participating agency will provide legal representation to its own governmental entity and its own employees on a case-by-case basis but under no circumstances will a participating agency be responsible for providing legal counsel to another participating agency's employee(s).

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

The agencies shall establish procedures to notify the other agencies, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described herein.

XIII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this MOU.

XIV. SEVERABILITY

If any term, covenant, or condition of this MOU is challenged or determined to be invalid by a participating agency, the remainder of this MOU will remain in full force and effect.

XV. AMBIGUITY

The participating agencies have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any other party.

XVI. GOVERNING LAW

This agreement is not intended to be enforceable in any court or administrative forum. The participating agencies agree to submit any disputes arising under this MOU to the Board of Directors for resolution or will seek to resolve any disputes regarding this agreement by mutual consultation.

XVII. INTEGRATION

This MOU embodies the entire agreement of the participating agencies in relation to the formation and operation of M.G.U.

XVIII. Supporting Agencies

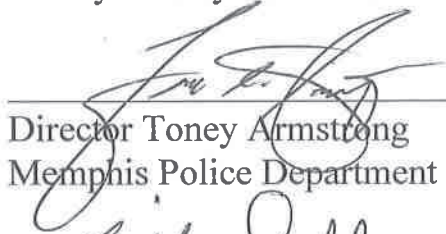
The following agencies support the mission and strategies of M.G.U.:



Amy Weirich
District Attorney General
Shelby County District Attorney's Office

7.23.12

Date



Director Toney Armstrong
Memphis Police Department

7-23-12

Date



Sheriff Bill Oldham
Shelby County Sheriff's Department

7-23-12

Date



Glenn N. Anderson
Special Agent in Charge
Alcohol, Tobacco, Firearms, and Explosives

7-23-2012

Date



Aaron T. Ford
Special Agent in Charge
Federal Bureau of Investigations

7/23/12

Date