

**NEW MEXICO GANG TASK FORCE  
MEMORANDUM OF UNDERSTANDING (MOU)**

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This Memorandum of Understanding (MOU), dated this 27<sup>th</sup> day of September,

2016, governs the information and related cooperation between the New Mexico

Gang Task Force (NMGTF) and the Santa Fe County Adult Detention Facility (Participant).

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**I. PURPOSE**

A. The purpose of this MOU is to enable the NMGTF and Participant to:

1. Prevent, document, investigate, and prosecute criminal activity perpetrated by members of criminal gangs and their associates.
2. Provide assessments, coordinated intelligence sharing, and any other assistance as requested, to promote a closer coordinated relationship among law enforcement agencies.
3. Compile and analyze data on gang trends; gather and report intelligence data relating to gang activities.
4. Provide training and education to law enforcement agencies for investigation and prosecutorial purposes.
5. Provide training for educational entities, social and intervention programs, community associations, schools, parents, and the general public on topics concerning gang recognition and identification.
6. Assist in developing appropriate anti-gang crime laws at the local, county, state and federal levels.
7. Solicit the support of the public so that they, themselves, might be better protected and educated in the prevention of gang-related crimes.

**II. OBLIGATION OF THE PARTIES**

The NMGTF will:

1. Facilitate and enhance the ability of New Mexico law enforcement agencies to collect and disseminate gang-related intelligence.
2. Provide for the administration of the Gang System database to include technical support, data entry assistance, training, and access which will allow for the timely sharing of gang intelligence information in an effort to prevent, investigate, and control crime while addressing the importance of constitutional and privacy rights of individuals and organizations within these areas.

3. Offer high-quality, cost-effective training opportunities to law enforcement in New Mexico.
  4. Assist in the identification, coordination and utilization of funding for multi-jurisdictional operational overtime and emergency initiatives, subject to annual funding levels.
  5. Provide, participation and support for gang prevention and intervention efforts through various youth and community programs/trainings.
- B. The Participant will:
1. Document and enter intelligence information into Gang System.
  2. Attend regular meetings of the NMGTF and provide verbal reports regarding gang trends, activities, officer safety or other information which may be useful to other participants.
  3. Complete requests for statistical or informational data.
  4. When feasible, provide support, resources or manpower to assist with operational initiatives, investigations, or legislative initiatives.
  5. Participate on any of the various committees established by either the Chairman or the NMGTF Executive Board.
  6. Agree to abide by the NMGTF By-laws and other policies and procedures as set forth by the NMGTF.

### III. UTILIZATION OF THE GANGNET DATABASE

- A. Each participating agency is responsible for overseeing their use of the New Mexico Gang System to ensure compliance with these operating policies and procedures and with 28 CFR Part 23. The participating agency is solely responsible for any and all penalties for infractions of 28 CFR Part 23 as well as local, state, or federal laws that the participating agency may have committed. A complete copy of 28 CFR Part 23 can be obtained from: <http://www.iir.com/28cfr/>.
- B. Access to the New Mexico Gang System is limited to authorized employees of the participant agency who are law enforcement officers, correctional/jail officers, probation or parole officers, prosecutors, or non-sworn personnel acting under the supervision of a sworn officer, or non-criminal justice technical and maintenance personnel (IT / IS staff, including any contract employees) and must be subject to a background or security clearance. Additionally, users must be trained on the use of the Gang System and the related policies and procedures (i.e. 28 CFR Part 23) before receiving access to the New Mexico Gang System.
- C. All information contained in the New Mexico Gang System shall be considered the property of the Participant. The submitting agency shall be responsible for the proper storage, maintenance, and retention of the source documents.
- D. All agencies who have signed a MOU with the NMGTF do so with the knowledge that any data they enter into the New Mexico Gang System will be shared with other agencies who have also entered into a NMGTF MOU. **It is the intention of the NMGTF to seek agreements with agencies using Gang System in other parts of the United States in order to share gang intelligence information on a read-only basis.**

- E. Information in the New Mexico Gang System is **LAW ENFORCEMENT SENSITIVE** and may only be released to law enforcement or criminal justice agencies who have both a need to know (justification based upon the performance of official duties as a law enforcement/criminal justice agency officer) and right to know (authority to obtain gang intelligence based upon an agreement such as a MOU, court order, or statute) the information being requested.
- F. Each authorized user shall ensure that information disseminated outside of their agency is only to authorized personnel demonstrating a need to know and right to know. The releasing agency should note in the Gang System audit trail what information is released, when it is released, to whom and why. Dissemination of information contained in Gang System to non-NMGTF participants must receive the prior permission of each Participant who input information into Gang System on the requested gang or subject file.
- G. Information in the New Mexico Gang System will not be used as evidence in any criminal, civil or administrative proceeding, nor will it be used independently as probable cause to support arrest, search, seizure, detention, or other law enforcement action. Its purpose is to provide users with *sources* of information upon which official action may be taken. The system can identify the agencies who must be contacted to obtain and verify those facts that led to the creation of the record within the Gang System.
- H. The term GangNet or CalGang® shall not be placed in any reports, memorandums, statements of fact, etc. When a reference is necessary, agencies may state that the information was obtained from a "law enforcement source." Agencies may only use source documentation to support legal proceedings and law enforcement actions taken pursuant to the information obtained from the New Mexico Gang System. Additionally, Gang System shall not be relied upon to form an opinion of gang membership or serve as a substitute for actual expertise regarding criminal gangs.
- I. The Participant shall be responsible for compliance with the review and purge requirements.
- J. Should the NMGTF Executive Board find that a the participant agency violated any of these operating policies or procedures, they may consider sanctions which could include a letter of censure, suspension of service, or denied access to the system. Violation of 28 CFR Part 23 may include sanctions which can include purging of records, loss of funding, or fines.

#### IV. FISCAL AGENT

- A. The fiscal agent is responsible for the expenditure of funds and for maintaining supporting records adequate to readily check the use of the grant and consistent with generally acceptable accounting practices.
- B. The fiscal agent is responsible for submitting all required reports to the funding organization. The NMGTF and the Participant are responsible for providing the required program documents and other information to the fiscal agent in a timely manner to allow preparation of the required reports.

V. **ACQUISITION/DISPOSITION OF PROPERTY**

- A. The Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC §3789, et seq., Section 808, requires that the title to all equipment and supplies purchased with funds made available under the Crime Control Act shall vest in the criminal justice agency or non-profit organization that purchased the property, if it provides written certification to the State office that it will use the property for criminal justice purposes. If such written certification is not made, title to the property shall vest in the State office, which shall seek to have the equipment and supplies used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.
- B. The OJP Financial Guide requires that a State recipient shall dispose of its equipment acquired under an award to the State in accordance with State laws and procedures.

VII. **EFFECTIVE DATE/TERMINATION**

- A. This Memorandum will become effective upon the date of signing hereof and may be terminated by either party by giving a thirty (30) days written notice.
- B. This Memorandum may be renewed every three years .

VII. **AUTHORIZATION**

- A. This Memorandum is an internal agreement between the NMGTf and Participant. Each party, by its execution hereof, warrants it's authority to enter into this Memorandum. Neither execution, nor the implementation of this Memorandum, shall create or confer any right or benefit upon any other person or party, private or public.

VIII. **OTHER PROVISIONS**

- a. Nothing in this MOU is intended to conflict with current law, regulation, policy, or the directives of NMGTf, or the directives of the Participant. If a term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- b. Each party is responsible for any expenses it incurs as a result of activities under this MOU.

IN WITNESS WHEREOF, the parties named herein have caused this MOU to be duly executed on their behalf and their seal to be hereunto official and attested, all as of this date and year below written.

By:   
New Mexico Gang Task Force Representative


EXECUTED this 23 day of SEPTEMBER

By:   
Santa Fe County

EXECUTED this 27<sup>th</sup> day of SEPTEMBER

Katherine Miller, Santa Fe County Manager

Approved as to form  
Santa Fe County Attorney

By:   
Date: 9/21/16

 Carlos Delacruz 9/21/16

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By: \_\_\_\_\_ EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.  
New Mexico Gang Task Force Representative

By: \_\_\_\_\_ EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.  
Santa Fe County

Katherine Miller, Santa Fe County Manager

Approved as to form  
Santa Fe County Attorney

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Causey J. G. Miller 9/21/16

Agency POC– Print Name: \_\_\_\_\_ Mark Caldwell \_\_\_\_\_

Title: \_\_\_\_\_ Warden \_\_\_\_\_

Agency: \_\_\_\_\_ Santa Fe County Adult Detention Facility \_\_\_\_\_

Address: \_\_\_\_\_ 28 Camino Justicia \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Santa Fe, NM 87508 \_\_\_\_\_

Phone: \_\_\_\_\_ (505) 428-3204 \_\_\_\_\_

Fax: \_\_\_\_\_ (505) 428-3889 \_\_\_\_\_

EMail: \_\_\_\_\_ mkcaldwell@santafecountynm.gov \_\_\_\_\_


**GangNET INTELLIGENCE SYSTEM  
RESPONSIBILITY AND ACCOUNTABILITY  
CERTIFICATION  
(28 CFR PART 23)**

28 CFR Part 23 governs the basic requirements of the intelligence system process. Subsection 23.30c requires the head of a government agency or an individual with general policy making authority who has been expressly delegated such control and supervision by the head of the agency to:

- (1) assume official responsibility and accountability for actions taken in the name of the joint entity, and
- (2) certify **in writing** that the official takes full responsibility and will be accountable for insuring that the information transmitted to the interjurisdictional system or to participating agencies will be in compliance with the principles set forth in subsection 23.20.

Having read the foregoing and as head of Santa Fe County (department/ agency/office), I take full responsibility and accountability for actions taken in the name of the Santa Fe County Adult Detention Facility (department/agency/office) of information maintained by and disseminated from the GangNET© system and that the operation of the system will be in compliance with the principles set forth in subsection 23.20.

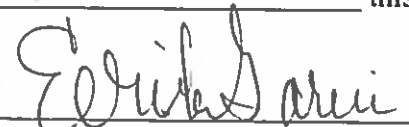
I hereby appoint Mark Caldwell, Warden, Santa Fe County Adult Detention Facility, (name, title, and agency identification number) as the POINT OF CONTACT for our Agency and grant him general policy making authority to act on my behalf regarding the GangNET© Intelligence System.

  
\_\_\_\_\_  
(Signature of  
Santa Fe County Manager  
**TONY FLORES, DEPUTY COUNTY**  
(Printed Name and Title) **MANAGER**

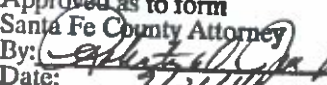

DATE: 9.27.16

Notary: Subscribed and sworn to before me at 9 AM

\_\_\_\_\_ this 27th day of September, 2016.

  
\_\_\_\_\_  
(Notary Public)

My commission expires: 4/29/17

Approved as to form  
Santa Fe County Attorney  
By:   
Date: 9/27/16  
  
9/27/16