



# RESOLUTION No. 16-515

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND OPERATIONAL AGREEMENT BETWEEN THE NEVADA COUNTY SHERIFF'S OFFICE THE DISTRICT ATTORNEY'S OFFICE THE PROBATION DEPARTMENT AND THE GRASS VALLEY POLICE DEPARTMENT SETTING FORTH OPERATIONAL RESPONSIBILITIES AND SHARING OF ASSET FORFEITURE MONIES AND REALIGNMENT FUNDS AS PERTAINING TO THE NEVADA COUNTY NARCOTICS TASK FORCE

WHEREAS, the Nevada County Sheriff's Office oversees the operations of a multi-agency Narcotics Task Force; and

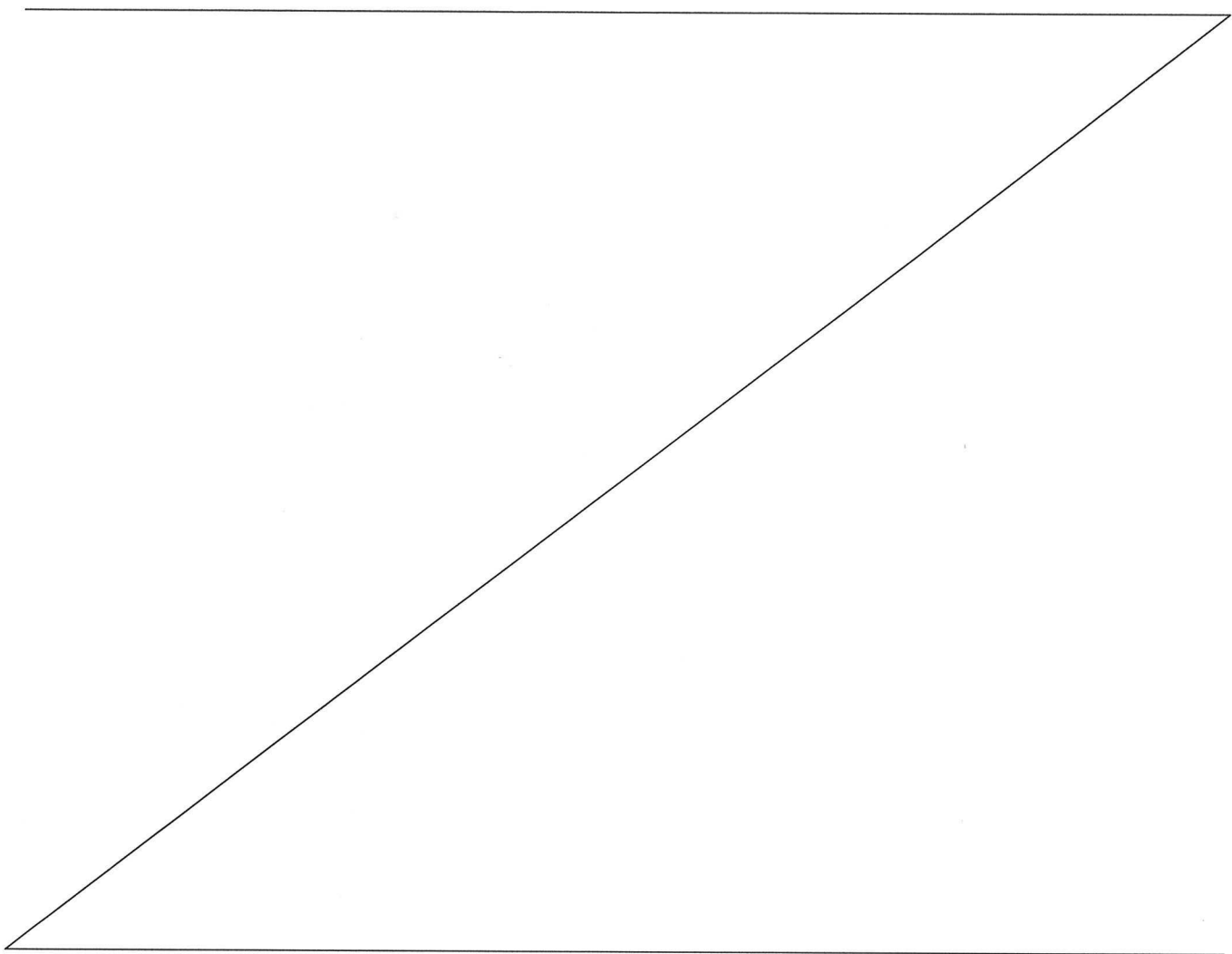
WHEREAS, the Grass Valley Police Department, as a participating agency, has provided an officer to work full time in the Narcotics Task Force, and the District Attorney's Office and the Probation Department assign staff to assist as needed; and

WHEREAS, the responsibilities of the participating agencies are set forth in this Memorandum of Understanding and Operational Agreement; and

WHEREAS, this Memorandum of Understanding and Operational Agreement sets the parameters for the sharing of asset forfeiture and realignment monies obtained as a result of the Narcotics Task Force mission; and

WHEREAS, the term of this Memorandum of Understanding and Operational Agreement covers the period from July 1, 2016 through June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Nevada, authorizes the participating agency heads to execute a Memorandum of Understanding (MOU) and Operational Agreement between the Nevada County Sheriff's Office, the District Attorney's Office, the Probation Department, and the Grass Valley Police Department pertaining to operational responsibilities, for the term July 1, 2016 through June 30, 2017, and directs the Auditor-Controller to distribute funds to the participating agencies of the Narcotics Task Force per the MOU and Operational Agreement from Fund 1680 State Asset Forfeiture and/or Fund 1450 Federal Asset Forfeiture and per the Operational Agreement for Realignment funds received.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 25th day of October, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
\_\_\_\_\_  
Dan Miller, Chair

10/27/2016 cc: Sheriff\*  
AC\*

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**NEVADA COUNTY  
SHERIFF'S OFFICE**



**KEITH ROYAL**  
SHERIFF / CORONER  
PUBLIC ADMINISTRATOR

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**NEVADA COUNTY CaIMMET OPERATIONAL AGREEMENT  
2016-2017**

This operational agreement stands as evidence that the Nevada County Sheriff's Office, Nevada County District Attorney's Office, Nevada County Probation Department, Nevada County Behavioral Health, and the Grass Valley Police Department intend to work together toward the mutual goal of providing maximum enforcement to curb methamphetamine and other narcotics' use, trafficking and manufacturing in Nevada County. These agencies believe that implementation of this proposal, as described herein, will further this goal. To this end, each agency agrees to participate in the program. The participating agencies and the designated contact person for the CaIMMET Program are as follows:

Nevada County Sheriff's Office  
Keith Royal, Project Director,  
Chair of the Steering Committee

Nevada County District Attorney  
Cliff Newell, District Attorney

Nevada County Probation Department  
Michael Ertola, Chief Probation Officer

Grass Valley Police Department  
Chief Alex Gammelgard

The above contact persons also comprise the Steering Committee. The roles and responsibilities of the participating agencies are as follows:

## Nevada County Sheriff's Office

The Sheriff's Office will serve as project coordinator, with the Sheriff as Project Director, and the Detective Lieutenant of the Narcotics Unit, as the Project Manager. The Sheriff's Office will operate a multi-jurisdictional Task Force, which will consist of the Sheriff's Sergeant in Charge of the Sheriff's Narcotics Unit, three Deputy Sheriffs assigned to the Narcotics Unit, the partially funded Legal Office Assistant II, and other Sheriff's Deputies assisting with project related functions as needed. The Sheriff's Detective Sergeant will be partially funded at a flat percentage rate of (53%) of available funding by the CalMMET funds. The Legal Office Assistant II will be partially funded at a flat percentage rate of (12.50%) of available funding from the CalMMET funds.

The Task Force members will work on Narcotic investigations, probation searches, public service organization talks and training, school presentations and other assigned Task Force functions. The Task Force will mostly target street level and mid-level narcotic offenders and work these cases with the goal of targeting major offenders, should an investigation lead that direction. The Sheriff's intelligence computer will be the central repository for our Narcotics-related intelligence received from all sources, including local, state and federal agencies.

Regularly scheduled meetings will be held with representatives of the Task Force to discuss activities with other agencies when necessary. These meetings will be held to share information, establish priorities, select targets and plan strategies. The Sheriff will meet with other members of the steering committee to monitor the activity of the participants and Task Force. The Sheriff's Narcotic Unit will maintain statistics for reporting purposes and to monitor the effectiveness of the Task Force.

The Task Force will be involved in the enforcement of narcotic violations and the apprehension and prosecution of those responsible. Additionally, the Task Force will be involved with local

schools and community service organizations in providing information. The Sheriff's Office agrees to cooperate to the fullest extent with all agencies participating in this agreement award.

### **Nevada County District Attorney's Office**

The District Attorney's Office, throughout the period of the agreement, will assign a Deputy District Attorney and back-up Deputy District Attorneys to handle drug caseloads as drug prosecutors, liaison to the Task Force, and as a member of the Nevada County Drug Court team and Proposition 36 team. These prosecutors will be in direct contact with Officers assigned to the Task Force, the Probation Officer(s) assigned to support the Task Force, and other agreement participants when needed.

The Deputy District Attorney assigned to support the Task Force will be partially funded at a flat percentage rate of (14%) of available funding from CalMMET. This Deputy District Attorney will be assigned to the majority of the agreement-generated cases. One of the Deputy District Attorneys will be available for contact by members of the Task Force regarding search warrants, search and seizure issues, and be kept apprised of current cases and their status.

The prosecutor will attend meetings on a regular basis with representatives from the Task Force. The purpose of these meetings will be to coordinate ongoing cases and investigations and to seek and give advice. The District Attorney will meet regularly with other members of the Task Force to monitor the activities of the participants. The District Attorney's Office hereby agrees to cooperate to the fullest extent with all agencies participating in the awarded funding.

The District Attorney's Office agrees to collect statistical data and forward that information to the Nevada County Sheriff's Office on a quarterly basis. There the information will be entered into a database and maintained by the Nevada County Sheriff's Office support staff.

### **Nevada County Probation Department**

Five Deputy Probation Officers who supervise caseloads comprised of drug offenders will assist the Task Force on an as-needed basis. The Task Force will be in contact with the five Deputy

Probation Officers and the Supervising Probation Officer, who will help coordinate all related activity. The Supervising Probation Officer will work closely with law enforcement to target probationers for probation searches, and provide frequent urinalysis testing and probation searches as needed.

Probation will coordinate searches, surveillances and investigations of probationers with the Task Force. An additional Probation Officer is assigned as the program manager for the Nevada County Drug Court and will liaison and collaborate with the Task Force members, the other Probation Officers, and the Supervising Probation Officer, who handles and supervise the drug caseload. Many of these clients are on probation as a result of cases generated by the Task Force. Probation will staff all violations of probation with a prosecutor for legal sufficiency and consistent dispositions.

A Deputy Probation Officer will be partially funded at a flat percentage rate of (7%) of the available funding from CalMMET. The Probation Department will continue to provide timely affidavits and pre-sentencing reports to facilitate timely resolution of cases. The Chief Probation Officer will meet with other members of the steering committee to monitor the activity of the participants. The Probation Department will maintain statistics for reporting purposes, and assist in determining effectiveness of the activity. The Probation Department hereby agrees to cooperate to the fullest extent with all agencies participating in the awarded funding.

The Nevada County Probation Department agrees to collect statistical data and forward that information to the Nevada County Sheriff's Office on a quarterly basis. This information will be entered into a database and maintained by the Nevada County Sheriff's Office support staff.

#### **Grass Valley Police Department**

The Grass Valley Police Department will assign a full-time police officer to the multi-jurisdictional Task Force. The Grass Valley Police Officer will be partially funded at a flat percentage rate of (13.50%) of available funding from CalMMET. This Officer will be housed with the Nevada

County Sheriff's Narcotics Unit and be supervised by the Sergeant of the Sheriff's Narcotics Unit. The Grass Valley Officer will participate in all narcotics and related investigations with the Narcotic Unit throughout Nevada County. The Grass Valley Officer will also keep in constant contact with other members of the Police Department for intelligence gathering and current investigations they are working on. The Chief of Police, or designee, will meet with other members of the steering committee to monitor the activity of the Task Force. The Grass Valley Police Department agrees to cooperate to the fullest extent with all agencies participating in this awarded funding.

#### **Drug Endangered Children Program**

The Task Force agrees to work closely with the Child Protective Services regarding Drug Endangered Children (DEC). A policy establishing an action plan and protocols is in place and fully functional. The policy addresses Level I and Level II cases, medical and psychological needs, and toxicology screening. The DEC Program allows Child Protective Services and Law Enforcement to work together to make timely and appropriate safety decisions on behalf of children located in narcotic crime scenes. The overall goal of the DEC Program is to improve the safety and health of children exposed to drug use and chemicals associated with the manufacture and production of drugs by providing appropriate medical services, and toxicology testing. The Task Force recognizes that Drug Endangered Children are crime victims and will facilitate criminal investigations on child endangerment issues.

#### **Asset Forfeiture Distribution**

It is agreed that all forfeited assets will be distributed according to the formula set forth in Health and Safety Code Section 11489. When reimbursement is received from the adjudicated cases, it will be deposited into a special fund account. A check will be written and mailed to the recipient. Should other law enforcement agencies receive a portion of the law enforcement share of

forfeited assets, they will be prorated, depending on the degree of the agency's participation in the particular investigations and arrests.

The Probation Department, if involved in an investigation resulting in an asset forfeiture distribution, will receive a portion of the law enforcement share, which will be decided depending on the degree of their participation in the particular investigation. Any dispute will be resolved by a majority vote of the members of the Steering Committee. The Nevada County Sheriff's Office agrees to reimburse the Nevada County District Attorney's Office, Nevada County Probation Department, and the Grass Valley Police Department for assignment of said Deputy District Attorney, Deputy Probation Officer, and said Police Officer per the 2015-2016 CalMMET Operational Agreement. When reimbursement is received from the available funding, it will be deposited into a special fund account. A journal entry will be made and funds will then be transferred directly into the account of the recipient.

All seizures that become the property of the task force at the state level (the District Attorney's Office secures its share of the seizure prior to the disbursement of funds) shall be dispersed as follows:

- 80% of the seizure shall go to the Nevada County Sheriff's Office and
- 20% of the seizure shall go to the Grass Valley Police Department.

Assets seized at the federal level that become property of the task force shall be disbursed as follows:

- 80% of the seizure shall go to the Nevada County Sheriff's Office and
- 20% of the seizure shall go to the Grass Valley Police Department when there is no involvement in the case by the District Attorney's Office.
- 75% of the seizure shall go to the Nevada County Sheriff's Office and
- 20% shall go to the Grass Valley Police Department when there is involvement in the case by the District Attorney and the remaining



- 5% shall go to the District Attorney's Office.

When assets are seized during a probation search initiated by and/or conducted by the Nevada County Probation Department, the funds shall be dispersed as follows:

- 80% of the seizure shall go to the Nevada County Sheriff's Office.
- 10% of the seizure shall go to the Nevada County Probation Department.
- 10% of the seizure shall go to the Grass Valley Police Department.

Modifications to the asset forfeiture agreement require a majority vote of the attending members of the Task Force Council.

**Nevada County Sheriff's Office**

**Nevada County District Attorney's Office**

**Nevada County Probation Department**

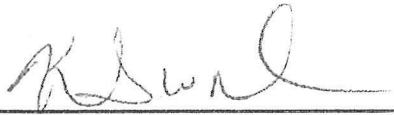
**Grass Valley Police Department**

In accordance with the CalMMET Program, Nevada County Sheriff's Office will reimburse all participating agencies for the following expenditures incurred for the agreement period of July 1, 2016 through June 30, 2017. Reimbursement is contingent upon continued program funding through 2011 Realignment. All expenditures must be in accordance with the guidelines and regulations as has been established by CalEMA. Documentation supporting all expenditures must accompany all reimbursement requests and payments.

The Nevada County Sheriff's Office will serve as the project coordinator, with the Sheriff as Project Director and the Supervisor of the narcotics unit being the Project Manager. The other participating agencies listed below will be responsible for providing the necessary documentation for their expenditures in a timely manner at the end of each quarter to allow the Project Manager to submit those figures for reimbursement. The reimbursement from the 2011 Realignment funds will be disbursed to the Nevada County Sheriff's Office and then disbursed to the participating agencies.

Positions and Percentages:

1 – Sheriff Sergeant, Nevada County Sheriff's Office	(CaIMMET)	53%
1 - Legal Office Assistant, Nevada County Sheriff	(CaIMMET)	12.50%
1 - Deputy District Attorney, District Attorney's Office	(CaIMMET)	14%
1 – Probation Officer, Nevada County Probation	(CaIMMET)	7%
1 - Police Officer – Grass Valley Police Department	(CaIMMET)	13.50%



KEITH ROYAL

Nevada County Sheriff's Department

9-19-16

DATE

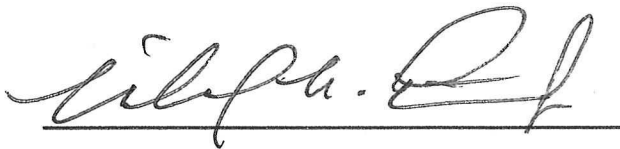


CLIFF NEWELL

Nevada County District Attorney's Office

9/21/2016

DATE

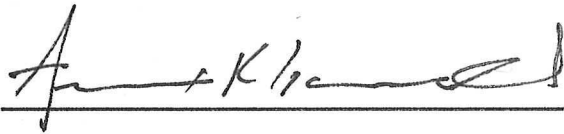


MICHAEL ERTOLA

Nevada County Probation Department

10/13/16

DATE



ALEX GAMMELGARD

Grass Valley Police Department

9/22/16

DATE

**NEVADA COUNTY  
SHERIFF'S OFFICE**



**KEITH ROYAL  
SHERIFF/CORONER  
PUBLIC ADMINISTRATOR**

**NEVADA COUNTY NARCOTICS**

**TASK FORCE**

**MEMORANDUM OF UNDERSTANDING**

## TABLE OF CONTENTS

- I. Purpose
- II. Mission
- III. Task Force Council
- IV. Definitions
- V. Task Force Commander
- VI. Investigative Responsibilities and Supervision
- VII. Compensation
- VIII. Budget
- IX. Training
- X. Annual Report
- XI. Resources
- XII. Facilities, Equipment and Property
- XIII. Asset Forfeiture Distribution
- XIV. Deposit of Funds
- XV. Administration and Audit
- XVI. Non-Discrimination
- XVII. Indemnification
- XVIII. Policy and Procedure Manual
- XIX. Term of MOU
- XX. Authorization

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") to establish the Nevada County Narcotics Task Force ("NCNTF") is entered into by the following Participating Agencies:

The Nevada County Sheriff's Office  
The Nevada County District Attorney's Office  
The Nevada County Probation Department  
The Grass Valley Police Department

This Memorandum of Understanding shall supersede all previous Memorandums of Understanding entered into by the parties with regard to the Nevada County Narcotics Task Force.

### **I. PURPOSE**

This MOU sets forth the responsibilities of the Participating Agencies as they relate to the ("NCNTF"). Working together, the Participating Agencies endeavor to effectively enforce the controlled substance laws of the State of California and applicable federal laws relating to the trafficking of controlled substances. Agencies participating in the NCNTF target their investigations toward the apprehension of street, mid-level and major violators. Use of this task force concept ensures well-coordinated narcotic enforcement regionally and increases the flow of narcotic related intelligence information between the various law enforcement agencies participating in the task force program.

### **II. MISSION**

The mission of the NCNTF is to significantly diminish the availability and use of illegal substances in Nevada County and apprehend the responsible offenders, thereby increasing public safety.

### **III. TASK FORCE COUNCIL**

The NCNTF is governed by the Task Force Council ("Council"), which shall consist of the department head of each Participating agency, or their designee. The Chairperson of the Council shall be appointed by the Sheriff of Nevada County. The Council shall meet on a quarterly basis (unless otherwise called by the Chairperson of the Council), for the purpose of reviewing the activities of the NCNTF. The Council shall have general responsibility for the oversight of NCNTF operations.

Members of the Council may make recommendations pertaining to procedures and oversight issues to the Council Chairperson. The Chairperson shall take into consideration all Council member's recommendations and suggestions. The final decision on any matter shall be rendered by the Council Chairperson. If a majority of the Council are opposed to the Chairperson's proposed decision, such final decision shall be made in writing by the Chairperson.

The Task Force Council shall approve NCNTF operating procedures as to reasonableness; legality and officer safety. The NCNTF Council shall review, on an annual basis, the Task Force's goals and objectives for the fiscal year. All officers of the

Participating Agencies shall follow the general orders and division directives of the Nevada County Sheriff's Office.

#### **IV. DEFINITIONS**

A. Fiscal Year: For the purposes of this MOU, the fiscal year shall commence on July 1, 2016, and terminate on June 30, 2017.

B. Participating Agency: A "Participating Agency" is an allied local law enforcement agency that has made a commitment of resources and manpower.

C. Task Force Council: The Task Force Council shall consist of the department heads, or their designee, of each Participating Agency.

#### **V. TASK FORCE COMMANDER**

A supervisor from the Nevada County Sheriff's Office shall be designated as the Task Force Commander, and shall be responsible for management of the NCNTF. The Task Force Commander will report to and receive direction from the Task Force Council through the Chairperson of the Council. The Task Force Commander shall provide the Task Force Council with reports of the NCNTF activities as requested by the Chairperson. The Task Force Commander will be responsible for overall administrative duties, and the supervision involving the operations of all those investigations that involve street and mid-level violators.

#### **VI. INVESTIGATIVE RESPONSIBILITIES AND SUPERVISION**

Cases that meet the criteria for federal prosecution and Organized Crime Drug Enforcement Task Force ("OCDETF") case development may be directed to the State Bureau of Narcotic Enforcement (BNE) for assignment to a Federal Agent. The NCNTF will assist in the investigation as deemed appropriate by the NCNTF Commander.

Any personnel assigned to NCNTF shall work under the immediate supervision and direction of the Task Force Commander, and shall adhere to the published policies and procedures of the NCNTF relative to the conduct and reporting of investigations.

The Nevada County Sheriff's Office shall investigate incidents of any discharge of firearms by any law enforcement officer that relate to NCNTF operations. The investigation shall be a collaborative investigation between the Nevada County Sheriff's Office and the Participating Agency whose officer discharged the firearm. Any disciplinary measures shall be determined and administered by the officer's employing agency.

The Nevada County Sheriff's Office shall investigate citizen complaints involving any law enforcement officer relating to NCNTF operations in accordance with the Sheriff's Office procedures. All reports generated from the Nevada County Sheriff's Office from the investigation shall be provided to the officer's employing agency. Final disposition of the citizen's complaint will be made by the officer's employing agency. Any disciplinary measures shall be determined and administered by the officer's employing agency.

#### **VII. COMPENSATION**

Each Participating Agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with Fair Labor Standards Act (FLSA) regulations. The Participating Agencies will be responsible for any and all salary costs (minus available CalMMET funding to be distributed to each member agency according to the terms) including benefits and overtime, for their Officer assigned to the NCNTF. Each Participating Agency will receive a fixed percentage of available CalMMET Funding, which will be reflected in the CalMMET Operational Agreement. In the case that the Participating Agency's Officer is unable to perform his/her full duties as a peace officer, due to any type of extended leave the CalMMET funds will not be used to compensate the Officer for this time. In the case the Participating Agency is unable to provide a full time Officer due to any type of extended leave the Asset Forfeiture distribution will be determined on a case by case basis depending on the contribution of the Participating Agency.

The Participating Agency will be solely responsible for any Workers Compensation claims involving any of their employees assigned to or working with the NCNTF. The Participating Agencies and the County of Nevada will also maintain the appropriate insurance certificates.

The Participating Agency's Officer will be responsible for being on call for the NCNTF one weekend a month, which will be the financial responsibility of that agency.

#### **VIII. BUDGET**

The Task Force Commander shall prepare a proposed budget each year at the time of the execution of the annual Nevada County Narcotic Task Force MOU. A quarterly report of NCNTF expenditures, as well as a quarterly statistics report, shall be submitted by the Task Force Commander to the Task Force Council.

#### **IX. TRAINING**

Participating Agencies shall train their personnel in accordance to their Department needs. In addition, the Task Force Commander shall coordinate joint training exercises for all law enforcement officers assigned to the NCNTF. The topics shall include instruction on the use of firearms, use of force, defensive tactics, vehicle stops, and active shooter response training. Additional training may be added which includes, but is not limited to, specialty courses for narcotics investigations and the use of the Sheriff's Office Record Management System (RMS), as well as any additional training determined by the Task Force commander to be necessary. Each Participating Agency will provide funding for their personnel for all necessary training required for Members of the NCNTF.

#### **X. ANNUAL REPORT**

The Task Force Commander shall provide the Task Force Council with an annual report of activity no later than July 30<sup>th</sup> of each year. This report will summarize the preceding fiscal year's operation, and shall include a section for statistical data broken down in a similar fashion to that of the quarterly reports. The report shall contain sufficient information regarding controlled substance abuse and trafficking trends to enable the Council to reassess task force goals and objectives.



## **XI. RESOURCES**

Each of the Participating Agencies listed below agrees to contribute the following personnel and/or resources to the NCNTF for the entire term of this MOU:

**Nevada County Sheriff's Office:** One (1) Detective Sergeant; Three (3) Detectives; One (1) Legal Office Assistant (partial funding for this position in accordance with the CalMMET Operational Agreement).

**Grass Valley Police Department:** One (1) Detective (partial funding for this position in accordance with the CalMMET Operational Agreement).

## **XII: FACILITIES, EQUIPMENT AND PROPERTY**

Any and all property, including equipment, furniture, and furnishings of whatever kind or description, purchased or acquired with any Agency's funds shall be the property of that Agency, and at the termination of this MOU, if such MOU is not in the process of being renewed, all such property shall be returned to that Agency. Any equipment supplied to, or purchased with NCNTF funds or seized funds, which is damaged, broken, misplaced, lost or stolen, through gross negligence; wrongful act or omission of an officer or agent assigned to NCNTF, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Council. Each Participating Agency will be responsible for providing all equipment not provided by Nevada County Sheriff's Office.

Agencies participating in the NCNTF will provide a vehicle for their assigned officer(s), including all maintenance and fuel for said vehicle. If damages to a Participating Agency's vehicle occur and are found to be the fault of Sheriff's personnel, the Nevada County Sheriff's Office will be financially responsible for any damages, repairs or replacement costs. If damages occur to a Nevada County Sheriff's Office vehicle and are found to be the fault of the Participating Agency's personnel, the Participating Agency will be financially responsible for any damages, repairs or replacement cost.

## **XIII: ASSET FORFEITURE DISTRIBUTION**

Asset forfeiture will be distributed among Participating Agencies in the following manner.

All costs for office and secretarial personnel shall be reimbursed to the Nevada County Sheriff's Office prior to any other sharing of assets. This will be based on the fiscal year starting July 1, 2016.

After reimbursement to the Sheriff's Office, as well as any other disbursements required by law, the remaining proceeds of the seized property of the Task Force shall be dispersed as follows:

- 80% of the seizure shall go to the Nevada County Sheriff's Office
- 20% of the seizure shall go to the Grass Valley Police Department

Assets seized at the federal level that become property of the task force shall be disbursed as follows:

- 80% of the seizure shall go to the Nevada County Sheriff's Office and
- 20% of the seizure shall go to the Grass Valley Police Department when there is no involvement in the case by the District Attorney's Office.
- 75% of the seizure shall go to the Nevada County Sheriff's Office and
- 20% shall go to the Grass Valley Police Department when there is involvement in the case by the District Attorney and the remaining
- 5% shall go to the District Attorney's Office.

When assets are seized during a probation search initiated and conducted by the Nevada County Probation Department, the Probation Department shall receive 10% of the seizure, the Grass Valley Police Department will receive 10% of the seizure, and the Nevada County Sheriff's Office shall receive 80% of the seizure.

#### **XIV: DEPOSIT OF FUNDS**

The funds received by the law enforcement agencies upon a forfeiture of assets shall be deposited in an asset forfeiture account with the Nevada County Auditor-Controller. These funds shall be distributed to the Participating Agencies at the end of each fiscal year according to the percentages determined in Paragraph XIII of this MOU. The Nevada County Sheriff's Office shall assist the Auditor-Controller in determining the amounts to be distributed to each Participating Agency at the end of the fiscal year. Any interest earned while the funds are held by the Auditor-Controller during the fiscal year shall be distributed according to the percentages set forth in this MOU.

#### **XV: ADMINISTRATION AND AUDIT**

Any and all records pertaining to expenditures shall be readily available for examination and audit by the Task Force Council. In addition, all such records and reports shall be maintained for a period of three years after all audits and examinations have been completed and resolved, or for a period of three (3) years after termination of the MOU, whichever is later.

#### **XVI: NON-DISCRIMINATION**

All Participating Agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities.

#### **XVII: INDEMNIFICATION**

For the purpose of indemnification, each Participating Agency of the NCNTF shall be

responsible for the acts of its participating officer(s), and shall incur any liabilities arising out of the services and activities of those officers while participating in NCNTF activities. Law Enforcement Officers assigned to NCNTF shall be deemed to be performing their duties under their employing agencies, and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers by applicable State and Federal laws,

**XVIII: POLICY AND PROCEDURE MANUAL**

While under the direction of the NCNTF Commander, the participating Agencies will abide by the applicable policies and procedures set forth in the Nevada County Sheriff's Office policies and procedures, which is specific in content to the needs, objectives and goals of the NCNTF. During this time, participating Agencies policies will not supersede Nevada County Sheriff's Office policies and procedures.

**XIX: TERM OF MOU**

The term of this MOU shall be from July 1, 2016 through June 30, 2017 This MOU may be terminated by any Participating Agency by providing thirty (30) days written notice to the Task Force Council Chairperson. An extension of this MOU will be granted pursuant to the signed agreement of all of the Participating Agencies and approval of each Participating Agency's governing body.

**XX: AUTHORIZATION**

The Participating Agencies by their duly authorized officials have executed this MOU on the respective dates indicated below. This MOU will become effective upon the signing by all respective participants to the MOU and approval of each Participating Agency's governing body.

Keith Royal

KEITH ROYAL

Nevada County Sheriff's Office

9-19-16

DATE

Cliff Newell

CLIFF NEWELL

Nevada County District Attorney

9/24/2016

DATE

Mike Ertola

MIKE ERTOLA

Nevada County Chief Probation Officer

10-13-16

DATE

Alex Gammelgard

ALEX GAMMELGARD

Grass Valley Police Department

9/22/16

DATE