

**NEVADA COUNTY
SHERIFF'S OFFICE**



**KEITH ROYAL
SHERIFF/CORONER
PUBLIC ADMINISTRATOR**

NEVADA COUNTY NARCOTICS

TASK FORCE

MEMORANDUM OF UNDERSTANDING

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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 30th 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

Nevada County Sheriff's Office

9-19-16

DATE



CLIFF NEWELL

Nevada County District Attorney

9/20/2016

DATE

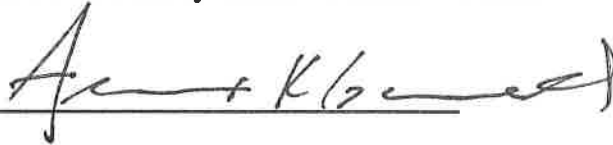


MIKE ERTOLA

Nevada County Chief Probation Officer

10-13-16

DATE



ALEX GAMMELGARD

Grass Valley Police Department

9/22/16

DATE