

Napa Special Investigations Bureau

Memorandum of Understanding



Effective: July 1, 2024

Memorandum of Understanding

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Memorandum of Understanding

This Memorandum of Understanding ("MOU" or "Agreement") establishing the Napa Special Investigations Bureau task force is entered into by the following parties: The County of Napa ("County"), a political subdivision of the State of California, the cities of Napa, St. Helena, and Calistoga, each a municipal corporation, and the California Highway Patrol (collectively "parties"). The following agencies of the parties shall participate in the Napa Special Investigations Bureau task force and shall be referred to collectively as the "participating agencies."

Napa County Sheriff's Office

Napa Police Department

Napa County District Attorney's Office

St. Helena Police Department

Calistoga Police Department

Napa County Probation Department

California Highway Patrol

WHEREAS, the parties previously entered into a Memorandum of Understanding establishing the Napa Special Investigations Bureau (hereinafter "Bureau"), a multi-agency law enforcement task force that provides integrated law enforcement resources and investigative efforts across jurisdictional boundaries within the county for the purpose of preventing and controlling the illegal use, trafficking, cultivation, and manufacturing of narcotics and dangerous drugs within the County; and

WHEREAS, the Bureau was funded from March 1, 1976, through and including June 20, 1979, by a grant from the California Office of Criminal Justice Planning; and

WHEREAS, said funding has been discontinued; and

WHEREAS, the parties have determined that the Bureau serves a valuable public purpose and have decided to share the cost of its continued operations.

WHEREAS, the parties would like to expand the scope of task force operations to include the investigation and prevention of major crimes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the participating agencies as they relate to the Napa Special Investigations Bureau.

MISSION

The primary mission of the Bureau is to assist in the investigation of major crimes impacting Napa County and its residents.

OBJECTIVES

The Objectives of the Bureau shall be threefold:

- A. ENFORCEMENT** - The Bureau shall concentrate on investigating offenders identified as suppliers, distributors, and manufacturers of controlled substances; investigate human trafficking/vice; high-cost larceny and motor vehicle theft, drug endangered children, high risk sex offender registrants; high-risk, supervised release searches; including problematic offenders and prohibited/registered owners' firearms compliance.
- B. INTELLIGENCE** - The Bureau will work collaboratively with other local law enforcement agency personnel by sharing information and shall disseminate relevant intelligence on suspected criminal activity to appropriate law enforcement personnel.
- C. EDUCATION** - The Bureau shall engage in public education and awareness related to general trends in criminal activity, inform local law enforcement officials regarding the basic functions of narcotics trafficking and major crimes investigations, educate, and encourage local police agencies to utilize services available through the Bureau.

GOVERNING BOARD

The Bureau will be governed by a "Governing Board." The Governing Board shall consist of the Sheriff of the County, the District Attorney, the Chief Probation Officer of the County, the Chiefs of Police of each city which is a party to this Agreement, and any other Participating Agency (i.e. California Highway Patrol) that has made a commitment of resources and manpower for an agreed upon time period.

Governing Board Chairperson - The Governing Board will be headed by a Chairperson. The Chairperson will serve a two-year term beginning on July 1, 2024. Elections will be held in May of every other year to pick a successor Chairperson who will begin the term in July of that year. In the event of the departure of the Chairperson prior to completion of his/her term, a successor will be elected to fulfill the term of the departing Chairperson.

Governing Board Vice Chairperson - The Governing Board will have a Vice Chairperson who will fill in during the Chairperson's absence. The Vice Chairperson will serve a one-year term beginning on July 1, 2024. Elections will be held in May of every other year to pick a successor Vice Chairperson who will begin his/her term in July of that year. In the event of the departure of the Vice Chairperson prior to completion of his/her term, a successor will be elected to fulfill the term of the departing Vice Chairperson.

Vote - Each member of the Governing Board will have one equal vote in the process.

Role - The Governing Board shall meet on a quarterly basis for the purpose of reviewing the activities of the Bureau. The Governing Board shall have general responsibility for the oversight of Bureau operations.

Policy Authority - The Governing Board shall be responsible for Bureau policies and operating procedures. The Board shall periodically review and evaluate Bureau operations, goals, objectives, policies, and procedures. In the absence of Bureau policy on a specific

matter, or in the event a Bureau policy conflicts with his/her employing agency's policy, the affected personnel shall follow the policy of his/her employing agency.

MANAGEMENT AND SUPERVISION

Management of the Bureau shall be the responsibility of the Bureau Commander. The Bureau Commander shall retain overall managerial control of the personnel assigned to the Bureau.

A Sergeant will be mutually agreed upon by the Napa Police Department Chief and the Napa County Sheriff and will assume the responsibility of daily supervision of the Bureau.

NAPA SPECIAL INVESTIGATIONS BUREAU COMMANDER

A Lieutenant or Captain from either the Napa Police Department or the Napa County Sheriff's Office shall serve as Bureau Commander and shall be responsible for managing the Bureau. The Commander will report to the Governing Board through the Chairperson of the Governing Board. The Commander will be mutually agreed upon by Napa Police Department Chief and the Napa County Sheriff and with approval of the Governing Board. The Bureau Commander will provide the Governing Board with quarterly and annual reports of Bureau activities. Any person assigned to the Bureau shall work under the immediate management and direction of the Bureau Commander and shall adhere to the Bureau's published policies and procedures.

Whenever the Bureau Commander is unavailable, the Bureau Sergeant will act the Commander's place. If the Bureau Commander and Sergeant are unavailable at the same time, the Commander will make arrangements with a member of either Napa County Sheriff's Office or the Napa Police Department administration to provide oversight of the Bureau.

COMPENSATION

Each member agency is responsible for the costs of its respective personnel assigned to the Bureau. Such costs include but are not limited to salaries, overtime, worker's compensation insurance, and other benefits in accordance with state and federal laws. All persons assigned by a party to the Bureau to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to that person as an agent or employee of that party and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to employees or agents of any other party to this Agreement.

BUDGET

The Bureau Commander shall prepare a proposed budget each year (date to be determined by the Governing Board) for the ensuing fiscal/calendar year for approval by the Governing Board. A quarterly report of expenditures shall accompany the quarterly statistical report submitted to the Governing Board as outlined in the Bureau's Policy & Procedure Manual.

TRAINING

Training is handled by participating agencies according to their individual budgets. Each participating agency shall ensure that their minimum mandated trainings are completed for

personnel participating in task force operations. A yearly training plan for all task force personnel, sworn and professional, shall be prepared upon their assignment to the task force. In addition, a yearly group training plan shall be prepared and submitted with the task force yearly budget proposal. The Bureau will pay for its detectives' training registration and parent agencies will be responsible for paying costs related to travel, lodging and per diem.

ANNUAL REPORT

The Bureau Commander will provide the Governing Board with an annual report of activity no later than March 15 of each year. This report will summarize the preceding calendar year's operation and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports. The report shall contain sufficient information regarding controlled substance abuse and trafficking trends to enable the Governing Board to reassess task force goals and objectives.

RESOURCES

During the term of this Agreement, each of the agencies listed in Exhibit A shall contribute to the Bureau those personnel and/or resources described in Exhibit A, attached hereto, and incorporated herein by reference. Additionally, participating agencies are allowed to provide personnel or other resources.

FACILITIES, EQUIPMENT AND PROPERTY

The Bureau will report to and operate out of a facility mutually agreed upon by participating agencies. Funds from the Bureau's annual operating budget or asset forfeiture funds will be used to procure equipment not provided by employing agencies.

In the event this MOU is terminated, any balance of a facility's lease agreement (or any contractual agreement) will be shared on a pro-rata basis by the agencies participating in this MOU or paid with asset forfeiture funds.

Any equipment purchased with task force 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 the Bureau, shall be repaired or replaced by the agency of the responsible employee at the determination of the Bureau Commander.

All Bureau office telephone systems will be installed and maintained by the entity providing the workspace. The Bureau, pursuant to its yearly budget, will cover payment of all communications costs.

All Bureau evidence will be stored at the location from where the Bureau operates and/or Napa County Sheriff's Office or Napa Police Department.

All Bureau computer equipment, vehicle radios, or any property or equipment purchased by the State of California Office of Emergency Services (OES) pursuant to anti-drug abuse grants on behalf of the City of Napa or County of Napa, or property otherwise purchased by another agency with grant funding assigned or loaned to the Bureau, shall remain the property of OES until such time as all grant property ownership is transferred to the City of Napa, County of Napa, or other agency. All such property will remain the property of the grantee, i.e., the agency to which the property is given by OES.

All Bureau CLETS, computer assisted dispatch (CAD), I/LEADS records management system (RMS) computer systems and equipment is owned by the City of Napa and the

County of Napa. All automated computer systems are controlled and managed by the Napa County Information Technology Systems (ITS) and the City/County Dispatch Program Manager.

In the event of the termination of the Bureau, all property purchased with Bureau funds will be distributed on a pro-rata basis according to the formulas set forth in Exhibit A to this MOU, to the Napa County Sheriff's Office, the Napa Police Department, the Calistoga Police Department and the St. Helena Police Department.

REVOLVING FUND

The Governing Board may, by resolution, establish a revolving fund, with monies from the participating agencies as included in the mutually approved budget. The revolving fund shall be used as an undercover fund in order to provide the necessary flexibility to enable the Bureau to proceed with investigations. Use of the revolving fund is subject to policies as set forth in the Bureau Policy and Procedure Manual.

ASSET FORFEITURE

Based on the attached asset forfeiture allocation (see Exhibit A), proceeds derived from an asset forfeiture initiated in the course of investigations conducted by the Bureau, will be shared equitably among member agencies. The equitable sharing will be based upon the attached formula developed by the Governing Board. All forfeiture procedures and sharing will be based upon applicable provisions of state and/or federal law and policy. Modification to the asset forfeiture agreement requires approval in writing by the Governing Board.

EXAMINATION AND AUDIT

Any and all records pertaining to Napa Bureau expenditures shall be readily available for examination and audit by any participating agency. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after termination of the Agreement.

INSPECTION PROCESS

It is the policy of the Governing Board to maintain a formal administrative inspection program. This program requires inspections of the Bureau once every 4 years, with follow-up inspections, if necessary, within six (6) months. Copies of the inspection report will be delivered to the Bureau Commander and the Chairperson of the Governing Board.

At change of command, an audit of the controlled substance evidence (if applicable), undercover funds, confidential informants, and specialized equipment shall be performed and provided to the Chairperson of the Governing Board.

RESPECTIVE RESPONSIBILITIES/INDEMNIFICATION

For the purpose of indemnification, each participating agency of the Bureau 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 Bureau activities. Personnel assigned to the Bureau shall be deemed to be continuing under the employment of their agency jurisdictions and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers of their own respective agency jurisdictions.

To the full extent permitted by law, the parties shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under attorney-client privilege, or attorney work product privilege, or other confidential laws and statutes.

POLICY AND PROCEDURE MANUAL

It is agreed that all members of the task force shall abide by the applicable policies and procedures as expressed in the Bureau's Policy and Procedure Manual, which is specific in content to the needs, objectives and goals of the Bureau. In the absence of Bureau policy on a specific matter, or in the event a Bureau policy conflicts with his/her employing agency's policy, the affected personnel shall follow the policy of his/her employing agency.

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and remain effective, unless terminated earlier by the parties in accordance with the timelines set forth in this paragraph; except for the obligations of the parties under Respective Responsibilities/Indemnification shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. This MOU shall be automatically renewed for an additional term at the end of the fiscal year, unless a party provides notice of nonrenewal, or termination as set forth below. Any party may withdraw from this Agreement by giving notice in writing to the Governing Board Chairperson at least thirty (30) days prior to the effective date of the withdrawal. If any changes occur (for example, withdrawal of a participating agency and/or addition of a new participating agency) a new MOU must be submitted within thirty (30) calendar days of the change. The Bureau will only be responsible for financial obligations incurred by task force participating agencies during the term of this Agreement. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

PRIOR AGREEMENTS

This Agreement supersedes and replaces Napa County Agreement No. 8087 and their amendments and any other prior agreements among all or some of the parties relating to the establishment and operation of the Napa Special Investigations Bureau.

AUTHORIZATION

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated. This MOU will become effective July 1, 2024.

<p>ATTEST: TIFFANY CARRANZA Napa City Clerk</p> <p>By: _____</p>	<p>CITY OF NAPA, a municipal corporation</p> <p>By: _____ FABIO RODRIGUEZ, Chief Napa Police Department</p>
<p>Approved As To Form:</p> <p>By: _____ CHRISTOPHER J. DIAZ, Interim City Attorney</p>	

<p>ATTEST: YUDIANA GALVAN Calistoga City Clerk</p> <p>By: _____</p>	<p>CITY OF CALISTOGA</p> <p>By: _____ DONALD WILLIAMS, Mayor</p>
<p>Approved As To Form:</p> <p>By: _____ MICHELLE KENYON, City Attorney</p>	

<p>ATTEST: ANDREW BRADLEY St. Helena City Clerk</p> <p>By: _____</p>	<p>CITY OF ST. HELENA</p> <p>By: _____ PAUL DOHRING, Mayor</p>
<p>Approved As To Form:</p> <p>By: _____ ETHAN WALSH, City Attorney</p>	

<p>ATTEST: NEHA HOSKINS Clerk of the Board</p> <p>By: _____</p>	<p>COUNTY OF NAPA</p> <p>By: _____ ANNE COTTRELL, Chair Napa County Board of Supervisors</p>
<p>Approved As To Form:</p> <p>By: <i>S. Darbinian</i> SILVA DARBINIAN, Deputy County Counsel</p>	<p>CALIFORNIA HIGHWAY PATROL</p> <p>By: _____ MIKE MCCLELLIN, Captain California Highway Patrol, Napa Area</p>

ATTACHMENT A

DISTRIBUTION OF ASSET FORFEITURE FUNDS

Napa Police Department	@	35%
Napa County Sheriff's Office	@	35%
Calistoga Police Department	@	8%
St. Helena Police Department	@	8%
Napa County Probation Department	@	5%
California Highway Patrol	@	9%

* On an annual fiscal year (FY) basis CHP's initial share of asset forfeiture will be split between, and distributed to, the NSO and NPD to cover operational and vehicle costs, as identified by NSO and NPD, related to CHP's participation. All FY asset forfeiture proceeds in excess of the operational and vehicle costs will be distributed to CHP in accordance with this asset forfeiture formula. For example, NSO and NPD have identified 2014/2015's operational and vehicle costs to be \$17,200. Accordingly, the first \$17,200 of CHP's portion of this FY's asset forfeiture proceeds will be distributed to NSO and NPD. All FY asset forfeiture proceeds in excess of \$17,200 will be distributed to CHP.

California Health & Safety (H&S) code §11489 governs the distribution of forfeited property.

- (A) Sixty-five percent to the state, local, or state and local law enforcement entities that participated in the seizure distributed so as to reflect the proportionate contribution of each agency.
- (i) Fifteen percent of the funds distributed pursuant to this subparagraph shall be deposited in a special fund maintained by the county, city, or city and county of any agency making the seizure or seeking an order for forfeiture. This fund shall be used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, and shall wherever possible involve educators, parents, community-based organizations and local businesses, and uniformed law enforcement officers. Those programs that have been evaluated as successful shall be given priority. These funds shall not be used to supplant any state or local funds that would, in the absence of this clause, otherwise be made available to the programs.

It is the intent of the Legislature to cause the development and continuation of positive intervention programs for high-risk elementary and secondary school age students. Local law enforcement should work in partnership with state and local agencies and the private sector in administering these programs.

- (ii) The actual distribution of funds set aside pursuant to clause (i) is to be determined by a panel consisting of the sheriff of the county, a police chief selected by the other chiefs in the county, and the district attorney and the chief probation officer of the county.

PERSONNEL AND RESOURCES

Napa Police Department

- One Police Sergeant
- Two Police Officers
- Three undercover vehicles
- 50% financial contribution to budget (services and supplies) pursuant to fiscal year budget
- Standard complement of investigative and safety equipment and vehicle radios

District Attorney's Office

- Miscellaneous legal support and prosecution services

St. Helena/Calistoga Police Department

- 50% each - cost of one secretarial position

Napa Sheriff's Office

- One Sheriff's Lieutenant
- Two Sheriff's Deputies
- Three undercover police vehicles
- Evidence Storage
- 50% financial contribution to budget (services and supplies) pursuant to fiscal year budget
- Specialists funded through the Federal A.D.A. Grant
- Standard complement of investigative and safety equipment and vehicle radios

Napa County Probation Department

- One Deputy Probation Officer
- One undercover vehicle
- Standard complement of investigative and safety equipment and vehicle radios

California Highway Patrol

- One Highway Patrol Officer
- Standard complement of investigative and safety equipment

Signature Date

Oscar Ortiz, Sheriff
Napa County Sheriff's Office

Signature Date

Fabio Rodriguez, Chief
Napa Police Department

Signature Date

Allison Haley, District Attorney
Napa County District Attorney's Office

Signature Date

Justin Tharp, Acting Chief
St. Helena Police Department

Signature Date

Matthew McCaffrey, Chief
Calistoga Police Department

Signature Date

Amanda Gibbs, Chief
Napa County Probation Department

Signature Date

Mike McClellin, Captain/Area Commander
California Highway Patrol, Napa Area