

MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Marshall Hopper, Chief Probation Officer *MH*

DATE: February 28, 2012

SUBJECT: Approval of a budget revision to the Probation Officer budget and Authorization for the Probation Department to disburse AB 109 Funds to City Law Enforcement Agencies pursuant to the Placer County Public Safety Realignment Implementation Plan as approved by the Board

ACTION REQUESTED

It is requested that the Board approve a budget revision in the total amount of \$300,000 to increase revenues by \$150,000 recognized in the Probation Officer budget while increasing appropriations by \$150,000 in the Probation Officer budget; and to authorize Probation, to disburse AB 109 funds from the Local Community Corrections Trust Fund totaling \$150,000; \$50,000 each to law enforcement agencies of the City of Roseville, the City of Rocklin and the City of Auburn based on the County's Public Safety Realignment Act Implementation Plan approved by the Board.

BACKGROUND

In April 2011, the California Legislature passed Assembly Bills 109 and 117 (AB109/117) which transferred responsibility for custody and supervision of specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. In addition, it tasked the local Community Corrections Partnership (CCP) to develop a local implementation plan and to present it to the County Board of Supervisors for approval. On January 10, 2012, your Board approved the Placer County Public Safety Realignment Act Implementation Plan.

Adult Probation Officers will now be responsible for a slightly different type of population. Individuals that are released from State Prison and whose current offenses are considered non-serious, non-violent and non-high risk sex offenders will now become the responsibility of Probation instead of State Parole.

In accordance with Placer County's CCP Plan, Placer County's Special Investigation Unit (SIU) will assist Probation in the supervision of those offenders who represent the greatest risk to public safety. Placer County's CCP Plan proposed a small portion of our AB109 funding would be allocated to fund portions of additional officers (with the Cities covering the remaining portions of these new positions) on the SIU. To accomplish this collaborative effort between County and Cities, changes have been made effective in February of this year to the Memorandum of Understanding for participants to Placer County's Special Investigation Unit (SIU). This amended MOU has been duly executed by all city and county law enforcement representatives and is attached to this item for your reference. The following pertinent excerpts are provided in support of the requested actions. First and foremost is a change in mission for this unit (emphasis added):

- The mission of the Placer Law Enforcement Agencies' Special Investigation Unit is to significantly diminish the availability and use of illegal drugs in Placer County and apprehend the responsible offenders, as well as assist in the supervision and monitoring of Post Release Community Supervision & high-risk probation offender population, thereby increasing public safety.

Changes to the MOU include an additional focus in the task force, adding to its primary focus. The newly revised focus reads as:

- In response to Assembly Bill 109 and the "2011 Public Safety Realignment," SIU will assist Placer County Probation in the monitoring of Post Release Community Supervision (PRCS) offenders and high-risk probationers within Placer and Surrounding Counties. The relationship between Probation and SIU will be critical in the successful supervision of this realignment population in Placer County.

This new mission and focus have come about in acknowledgement of the fact that although realignment intends to bring about a paradigm shift to the criminal justice system through evidence based practices with the intent of reducing recidivism, a portion of this population will fail to respond in a positive way to evidence based practices and will represent a greater risk to public safety.

The SIU, in order to thoroughly integrate its added mission and focus, has also added additional organizational goals and reporting requirements in its MOU:

- Assist and coordinate with the Placer County Probation Department in the supervision and monitoring of Post Release Community Supervision (PRCS) offender populations and high-risk probationers throughout Placer County.
- Working in conjunction with Placer County Probation, provide compliance monitoring checks with random home visits, searches and facilitate & lead warrant apprehension activities, respond to high level GPS alerts, and assist local municipal law enforcement and allied agencies with operations or incidents related to the realigned offender population.
- The Probation Department may allocate a case load of the most dangerous and high risk offenders to the probation officer(s) assigned to SIU.
- The Annual Report will also include statistical data on the number of reports, cases, incidents, arrests and assists worked either in conjunction with or independent of County Probation, in the supervision / monitoring of the Post Release Community Supervision offender population.

In order to support the intent of AB 109, the implementation of Evidence Based Practices and enhance public safety, cases assigned to SIU will be based on the offender risk needs assessment, information obtained from CDCR upon their release, their criminal history, and their adjustment to community supervision.

The newly revised SIU MOU outlines each agency's (and their respective municipalities) responsibilities for staffing this unit in a manner that insures no agency violates any supplantation clause in AB109 funding received from the State. As a pass through recipient, each agency will be subject to audit by the State in their use of these funds. To this end, the newly revised SIU MOU

commits each agency (Roseville, Rocklin and Auburn) to add a new officer partially funded through AB109 monies and partially funded by each agency.

The CCP Executive Committee will continue to work together through regular quarterly meetings and make the needed adjustments to the implementation plan to ensure appropriate offender supervision in our community.

FISCAL IMPACT

The current action involves no fiscal impact to the County General Fund. However, continued funding of public safety realignment is not yet guaranteed by a stable funding mechanism ensuring a continuous appropriation by the State. Counties continue to pursue the proposal of a State Constitutional amendment to guarantee that this funding is sustained and protected.

Attachments: SIU MOU

PLACER COUNTY

PAS DOCUMENT NO. 420

BUDGET REVISION

POST DATE:

- Cash Transfer Required
- Reserve Cancellation Required
- Establish Reserve Required

- 2/14/12 Auditor-Controller
- County Executive
- Board of Supervisors

EPT ID.	DOC TYPE	Total \$ Amount	TOTAL LINES
8	BR	300,000.00	2

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT											
EPT ID.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
8	006		110		000042	04460	7292			150,000.00	18	014		110		000042	04460	2555			150,000.00
TOTAL										150,000.00	TOTAL										150,000.00

REASON FOR REVISION: To reflect the AB109 monies received by the Probation Department and its specified expenditures.

Prepared by Chris Artim Ext 7912
 Department Head *[Signature]*
 Board of Supervisors _____

Date: 2/14/12
 Page: 1 of 1

Budget Revision # 1 FOR INDIVIDUAL DEPT USE

PLACER LAW ENFORCEMENT AGENCIES
MEMORANDUM OF UNDERSTANDING
SPECIAL INVESTIGATION UNIT

This Memorandum of Understanding (MOU) to continue the operation of the Placer Law Enforcement Agencies' Special Investigation Unit is entered into by the following participating agencies:

Auburn Police Department

California Highway Patrol - Newcastle Office

California Highway Patrol - Gold Run Office

Lincoln Police Department

Placer County District Attorney's Office

Placer County Probation Department

Placer County Sheriff's Office

Rocklin Police Department

Roseville Police Department

Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

1.0 PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to the Placer Law Enforcement Agencies' Special Investigation Unit. Working in conjunction with one another, the participating agencies will endeavor to effectively perform the following:

(1) Enforce the controlled substance laws of the State of California as expressed in the Health and Safety Code, and applicable federal laws relating to the trafficking of controlled substances. Agencies participating in the Placer Law Enforcement Agencies' Special Investigation Unit (SIU) will be targeting their investigations toward the apprehension of all levels of drug traffickers with the overall objective of identifying and apprehending major drug traffickers. Use of this task force concept is intended to ensure well-coordinated narcotic enforcement regionally and increase the flow of narcotic-related intelligence information between the various law enforcement agencies participating in the SIU task force program.

(2) In response to Assembly Bill 109 and the "2011 Public Safety Realignment," SIU will assist Placer County Probation in the monitoring of Post Release Community Supervision (PRCS) offenders and high-risk probationers within Placer and Surrounding Counties. The relationship between Probation and SIU will be critical in the successful supervision of this realignment population in Placer County.

2.0 MISSION

The mission of the Placer Law Enforcement Agencies' Special Investigation Unit is to significantly diminish the availability and use of illegal drugs in Placer County and apprehend the responsible offenders, as well as assist in the supervision and monitoring of Post Release Community Supervision & high-risk probation offender population, thereby increasing public safety.

2.1 GOALS AND OBJECTIVES

The goals and objectives of the Special Investigation Unit are generally stated as:

1. Initiate investigations involving all levels of drug traffickers with the overall objective of identifying and apprehending major drug traffickers.
2. Assist requesting agencies on specific drug problems within the respective jurisdictions in Placer County as needed and authorized by the SIU Council (as defined in Section 3.0)
3. Gather and disseminate drug or criminal intelligence information to police

agencies served by SIU.

4. Provide formal and on-the-job training in narcotic enforcement to other officers employed by participating agencies.
5. Conduct public presentations to service clubs, civic groups, and educational programs to School Districts. with approval of the Commander and with the local law enforcement agency approval.
6. Conduct an ongoing assessment of SIU policies, management systems, evidence handling, reporting procedures, and methods of operation and make recommendations to the governing board through the Commander for improvement.
7. Demonstrate by concentrated narcotic enforcement having a positive impact on the occurrence of drug-related crimes, i.e., burglaries, robberies, shoplifting, etc.
8. Assist and coordinate with the Placer County Probation Department in the supervision and monitoring of Post Release Community Supervision (PRCS) offender populations and high-risk probationers throughout Placer County.
9. Working in conjunction with Placer County Probation, provide compliance monitoring checks with random home visits, searches and facilitate & lead warrant apprehension activities, respond to high level GPS alerts, and assist local municipal law enforcement and allied agencies with operations or incidents related to the realigned offender population.
10. The Probation Department may allocate a case load of the most dangerous and high risk offenders to the probation officer(s) assigned to SIU.

2.2 INTERNAL AFFAIRS INVESTIGATIONS

It is specifically understood that SIU is not an internal affairs investigation unit. Members of SIU shall, however, participate as any other officer in the parent agency in cooperating in such internal affairs investigation as a witness. Nothing in this paragraph is meant to limit SIU members from investigating criminal activities of government employees.

The primary responsibility for conducting internal affairs investigations rests with the employing agency of the officer named in the complaint.

The Commander will report the known facts concerning SIU internal affairs related incidents to the Council Chairman and the appropriate agency department head(s).

The Commander will avail himself to department internal affairs investigations and provide assistance in the investigation as is appropriate. Upon the request of an agency department head, the Commander shall complete a factual report of the incident that will include witness statements, officer statements, evidence, etc.

When SIU or local law enforcement department(s) receives an internal affairs related complaint, the Commander or agency department head shall immediately contact other concerned departments and advised them of the nature of the complaint.

When appropriate, the concerned departments will meet to coordinate a multi-jurisdiction internal affairs investigation.

3.0 TASK FORCE COUNCIL

The department head from each participating agency, shall serve on the SIU Council, which shall be solely responsible for the establishment of operational policies and administrative procedures for the Special Investigation Unit. This governing body shall be known as the SIU Council. Each member of the SIU Council will have an equal vote on all policy matters pertaining to the operation of the unit. The SIU Council shall meet monthly to discuss unit activities, make changes in policies and procedures, and give guidance to the Commander concerning enforcement priorities. The Council must have a minimum of five (5) voting members present to constitute a quorum. No action shall be taken unless a quorum is present.

3.1 COUNCIL CHAIRMAN

The SIU Council shall annually elect a Chairman for the Council. The Council Chairman will be the Commander's primary contact with the Council on normal operational matters and will bring to the Council's attention any matter that would require a consensus of the Council prior to a regularly scheduled monthly meeting. The Council Chairman shall also preside over SIU Council meetings and is responsible for the formulation of minutes for the meeting and notifications of Council members of upcoming meetings.

3.2 CHANGES IN ORGANIZATION

In the event that a member or members of the SIU Council wishes to change an SIU procedure or policy as expressed in this agreement or the policy and procedures manual, those changes may only be made with the consent of the entire Council resulting from a majority vote in favor of such change. The Council Chairman of the SIU Council shall notify the Commander of the pertinent policy changes prior to the effective date of such change.

4.0 MANAGEMENT

The management and supervision of SIU's resources will be the responsibility of the Commander. The Commander shall retain supervisory control of the personnel assigned to SIU. When the number of law enforcement personnel from participating agencies drops below Six (6) PLEA may terminate the MOU by majority vote of the SIU Council. When the number of law enforcement personnel from participating agencies is over nine, PLEA may add a second Commander to be determined & appointed only by a majority vote of the SIU Council.

5.0 TASK FORCE COMMANDER

The SIU Council shall appoint an SIU Commander (based on available funding), who shall be responsible for managing SIU and will report to the SIU Council through the Chairman of the Council. The Commander takes direction from the Council. The Commander will provide the Council with monthly and annual reports of SIU activities. Any personnel assigned to SIU shall work under the immediate supervision and direction of the Commander and shall adhere to the published policies and procedures of SIU. The Commander will report directly to the SIU council and keep the SIU council chairperson apprised of operations, sensitive matters involving personnel, and current investigations. The Commander will advise the SIU council monthly of expenditures and the commander will seek prior approval of any non-routine expense over \$500 dollars.

6.0 COMPENSATION (Personnel, salaries, benefits and insurance)

Each participating agency will incur its own salary, workers compensation, benefits and up keep of its own personnel, vehicle and investigative equipment. Each agency is further responsible for providing its respective personnel with overtime, when incurred, in accordance with FLSA regulation. The SIU Council may give guidance to the SIU Commander on the monitoring and regulation of overtime and other expenditures as deemed fiscally prudent. The SIU Council may approve the use of Asset Forfeiture funds to reimburse any agency for overtime costs, which are beyond routine during task force operations and investigations.

6.1 OVERTIME COMPENSATION

Agencies have the right to limit overtime usage of their participating officers. The Task Force Council may elect to provide funding for task force member overtime funding through the asset forfeiture funds held by the task force. Such funding may be provided through the budgeting process or by special resolution.

If asset forfeiture funds are designated for overtime, employing agencies shall pay overtime through normal methods and invoice the Task Force for reimbursement.

7.0 BUDGET

The Commander will prepare a proposed budget each year no later than the November preceding the ensuing fiscal/calendar year for approval by the SIU Council. A monthly report of all expenditures, including investigative funds, shall be documented by the appropriate receipt and accompany the monthly statistical report submitted to the Council as outlined in the Policy and Procedures Manual.

8.0 TRAINING

Training is handled by participating agencies according to their individual budgets. A yearly training plan for all SIU personnel, sworn and non-sworn, shall be prepared by the Commander upon their assignment to the unit. In addition, a yearly group training plan shall be prepared and submitted with the yearly budget proposal.

9.0 ANNUAL REPORT

The Commander will provide the Council with an annual report of activity no later than March 15th 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 reports will include statistical data related to controlled substances incidents occurring in all participating agencies jurisdictions which will be forwarded to SIU for documentation. The report shall contain sufficient information regarding controlled substances abuse and trafficking trends to enable the Council to reassess unit goals and objectives.

The Annual Report will also include statistical data on the number of reports, cases, incidents, arrests and assists worked either in conjunction with or independent of County Probation, in the supervision / monitoring of the Post Release Community Supervision offender population.

10.0 RESOURCES

Each of the below listed agencies have agreed, by virtue of the signature of the department head affixed to this MOU, to contribute the following personnel and/or resources to SIU in each year of this agreement. Participating agencies agree Personnel contributions include vehicle, all appropriate equipment & safety gear and overtime cost (Agencies have the right to limit overtime usage of their participating officers as described in Section 6.1 – Overtime Compensation).

Placer County Sheriff's Office

Task Force Commander (under contract for 1 year)

5 Deputy Sheriff's

- 2 funded by Cal-MMET -100%
 - 1 funded by Cal-MMET/ADA –through 6-30-12
 - 1 funded 67% from COPS and 33%/S50,000 from CCP
 - 1 funded 67% from COPS and 33% from Cal-MMET
 - Back-up storage of evidence collected by SIU (* When Rocklin PD evidence storage unavailable or at capacity)
- * PCSO positions funded using: ADA, CCP, Cal-MMET, or COPS funds

Placer County Probation

1 Deputy Probation Officer

- 1 P.O. funded by grants & a portion through State funded AB109

Placer County District Attorney

1 Legal Secretary

1 part-time Asset Forfeiture Coordinator

- Both Funded by D.A.

Rocklin Police Department

2 Police Officers

1 part-time Evidence Technician

- 1 funded by the City
- 1 funded partially by State AB109 funds (\$100,000), & remainder by City
- A portion of one Evidence Technician (for evidence booked at Rocklin Police Facility) – funded by City

* Secure storage of evidence collected by SIU (PCSO to serve as backup)

Roseville Police Department

2 Police Officers

- 1 funded by the City
- 1 funded partially by State AB109 funds (\$100,000), & remainder by City

Auburn Police Department

2 Police Officers

- 1 funded by the City
- 1 funded partially by State AB109 funds (\$100,000), & remainder by City

The following agencies are unfilled at this time:

Lincoln Police Dept, CHP Newcastle, CHP Gold Run, California State Parks

10.1 STATE FUNDING (AB109)

“It is noted that FY 2011-12 AB 109 funding for the cities of Rocklin, Roseville and Auburn and the Placer County Sheriff’s Department SIU Function is to be in an amount of \$50,000 each, consistent with the 2011 AB 109 Implementation Plan, approved by the Placer County Board of Supervisors on January 10, 2012. FY 2012-13 funding in the proposed amount of \$400,000 and future year contributions to the SIU will be dependent on consistency of AB 109 funding provided by the State. The funds disbursed shall not be used to supplant other funding for Public Safety Services.”

10.2 EVIDENCE STORAGE

Members of the SIU Council recognize the importance of legal, proper and safe storage of evidence and want to ensure current laws and best-practices are utilized with regard to evidence handling and storage. Officers/employees assigned to the SIU unit must adhere to proper and legal evidence collection and processing, as well as any procedures outlined by agencies agreeing to store evidence. The following agencies have agreed to store and manage evidence collected by SIU:

- Rocklin PD will be the primary evidence storage location.
- PCSO will be the back-up evidence storage location to be used only at the discretion of the SIU commander, as well as RPD & PCSO Evidence Technicians responsible.

11.0 FACILITIES, EQUIPMENT AND PROPERTY

When the number of law enforcement personnel from participating agencies drops permanently below **Six (6)** PLEA may terminate the MOU. If the unit is terminated, for any reason, any balance due of the facilities lease agreement (or any contractual agreement) will be equally shared on a pro-rata basis by the participating agencies in this MOU, or paid with any asset forfeiture funds.

Any and all property, including equipment, furniture, furnishings of whatever kind or description, purchased or acquired with Asset forfeiture funds shall be shared on a pro-rata basis by the participating agencies in this MOU as of the date the asset is deemed no longer necessary.

Any equipment purchased with unit or seized funds which are damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to SIU shall be repaired or replaced by the agency of the responsible employee at the determination of the SIU Commander with concurrence of the SIU Council.

With respect to facilities, below is a list of items and the agencies responsible for paying for these items.

1. Lease of office space is paid by the SIU Council using asset forfeiture funds, or other funds identified by the Council.
2. Installation of telephone lines and monthly, local, the 800, fax and CLETS line, CALNET and long distance charges are paid by the SIU.
3. Telephone equipment is paid by SIU.
4. Utilities are paid by SIU, unless specified otherwise with property manager in a lease agreement separate from this MOU.
5. Alarm equipment including maintenance and monitoring is paid by SIU.
6. If Evidence storage is managed in the SIU facility, Evidence storage and alarm security are paid by SIU (SEE Evidence Storage section).
7. CLETS line is paid by SIU.
8. Janitorial services are paid by SIU.
9. Purchase and installation of personnel computers, printer and modems are paid by SIU.

Equipment purchased shall belong equally to all agencies in the proportion to their personnel/funding contributions. In the event that the unit is disbanded, such equipment will be distributed as equally as possible based upon such contributions. However, if one agency terminates this agreement pursuant to this section or 11.1 and the unit continues, all equipment will remain with the unit.

11.1 PRIOR TERMINATION BY AGENCY

Any participating agency desiring to terminate its participation in this agreement shall indicate such intent, in writing, to the SIU Council setting forth reasons for termination of the agreement. The termination of the participation in this agreement by such jurisdiction shall be deemed to take effect not less than thirty (30) days following the first monthly meeting of the SIU Council following receipt of the written communication of the intent to terminate.

12.0 ASSET FORFEITURE DISTRIBUTION FORMULA

Based on the below referenced forfeiture agreement, proceeds derived from an asset

forfeiture, under state or federal law, initiated in the course of investigations conducted by SIU will be shared equitably among member agencies. The equitable sharing will be based on a formula developed by the SIU Council. All forfeiture procedures and sharing will be based upon the appropriate provisions of state or federal law and policy. Modification to the asset forfeiture agreement requires approval in writing by the members of the Council.

Distribution of funds will be based upon the following formula:

1. For each agency contributing a non-grant position, one (1) share for each position.

12.1 RESOLUTION FOR ASSET FORFEITURE DISPUTES

To ensure the smooth operation of the unit through strong and solid inter-agency relations, the SIU Council has adopted the following to resolve disputes arising from the distribution of seized assets. This policy was developed with the philosophical belief that the primary purpose of asset forfeiture is to hurt the narcotic violator and that revenues derived from these forfeitures are a secondary benefit to law enforcement by adding resources to drug abuse education, prevention and enforcement efforts.

12.2 EXCLUSIVE INVESTIGATIONS

When an agency either works a drug investigation or makes a drug case in which they are the sole exclusive agency and received no assistance from any other agency including SIU, then they shall receive 100% of the seized assets allowed by law. Nothing, however, precludes the investigating agency from sharing asset forfeiture funds or property with SIU at a higher level than delineated in this section.

12.3 PRIMARY INVESTIGATIONS

When either SIU or another agency assumes the leadership role in the investigation and has committed the majority of the resources, they shall receive the largest percentage of the assets. The lead agency is defined as that agency which has the decision-making authority in the investigation and has the highest percentages of resource commitment in the case. In these circumstances, the lead agency shall receive 70/80% of the seized assets, and the other agency(s) shall receive the remaining asset forfeiture (20/30%) as allowed by law. Nothing, however, precludes the investigating agency from sharing asset forfeiture funds or property with SIU at a higher level than delineated in this section.

12.4 JOINT INVESTIGATIONS

Those investigations where the agencies share joint decision making powers and have

an equal commitment of resources are joint investigations. In those investigations, the equitable sharing would be a 50% split. Nothing, however, precludes the investigating agency from sharing asset forfeiture funds or property with SIU at a higher level than delineated in this section.

12.5 ASSIST INVESTIGATIONS

Those investigations where the role of one of the agencies is strictly to provide assistance on a short-term basis, i.e., assist in arrest, stakeouts, etc., to another agency. In those cases the primary agency would receive 70/80% of the assets and the assisting agency 20/30% based on their participation. Nothing, however, precludes the investigating agency from sharing asset forfeiture funds or property with SIU at a higher level than delineated in this section.

12.6 INITIATE INVESTIGATIONS

When another agency initiates the information that directly results in the investigation being conducted and assets are seized, then that agency shall share in 10% of the assets shared. Nothing, however, precludes the investigating agency from sharing asset forfeiture funds or property with SIU at a higher level than delineated in this section.

12.7 VEHICLES

When a vehicle is seized it will be sold by auction according to law and the proceeds divided as determined by the criteria outlined in the preceding sections.

12.8 DETERMINATION OF ASSET DISTRIBUTIONS IN QUESTION

Questions pertaining to fairness of asset distributions and agency's levels of involvement may be brought before the SIU Council for review.

12.9 TASK FORCE ASSET FORFEITURES DISPOSITION

Asset forfeiture funds collected by SIU shall be used for the purpose of paying building lease(s) for use by the SIU unit, acquiring materials, supplies and equipment that will aid in the accomplishment of the goals and objectives of the unit. A cap of \$30,000.00 above the Council approved budget has been established for surplus asset forfeiture funds held by the unit. Excess forfeiture funds may be used for future lease and operational expenses related to the SIU unit. Excess forfeiture funds may also be distributed to the various participating agencies based upon their personnel/funding contributions to the unit as voted by the SIU Council. An extension of this cap is possible by a majority vote of the Council.

Should any agency terminate its participation pursuant to Section 11.0 or 11.1 of this agreement, that agency terminates its authority to participate in any distribution pursuant to this section effective as of the date of termination.

Asset forfeiture funds may be budgeted and used for the reimbursement of costs of overtime incurred by participating members in the course of Task Force investigations if so directed and approved by the Task Force Council.

13.0 ADMINISTRATION AND AUDIT

In no event shall the member agencies charge any indirect costs to the SIU or PLEA for administration or implementation of this agreement during the term thereof. Any and all records pertaining to the Placer Law Enforcement Agencies' Special Investigation Unit expenditures shall be readily available for examination and audit by any SIU participating agency or the SIU Council. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of (3) three years after termination of the agreement, whichever is sooner.

14.0 INSPECTION PROCESS

It is the policy of the SIU Council to maintain a formal administrative inspection program. This program requires inspections of the task force once every twenty four (24) months or as necessary, with follow-up inspections within six (6) months. Copies of the inspection report will be delivered to the SIU Council and the task force Commander.

Upon the change of command of a task force supervisor, an administrative inspection shall be conducted, which includes all areas of the compliance inspection, with the exception of staff interviews.

15.0 NON-DISCRIMINATION CLAUSE

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 (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities.

16.0 RESPECTIVE RESPONSIBILITIES (Indemnification Clause)

Each participating agency of SIU (hereinafter referred to as the "Indemnifying party") 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 SIU. The indemnifying party shall hold harmless and indemnify every other party to this agreement (referred to hereinafter as the "indemnified party or parties") from and

against any and all liability, claims, demands, damages, attorney fees, and other costs arising out of or relating to the indemnifying party's performance under this agreement, including, but not limited to all liability, claims, demands, damages, attorney's fees, and other costs arising out of or relating to any defects in the vehicles or other equipment supplied or operated by the indemnifying party pursuant to this agreement and/or any negligent acts or omissions of an employee of the indemnifying party which occurs in the performance of this agreement to the extent allowed by law.

Should any indemnified party or parties or any employee or agent of an indemnified party or parties be named in any suit, or should any claim or demand be made against it or them by suit or otherwise, whether the same be groundless or not, arising out of or relating to the indemnifying party's duties and obligations under this agreement, then the indemnifying party shall defend the indemnified party or parties and/or the officers or agents of the indemnified party or parties and shall pay any judgment rendered against it or them or any sums paid out in settlement or otherwise. The provisions of this section shall not, however relieve any indemnified party or parties from the obligation of presenting to the indemnifying party a verified tort claim for indemnification in the manner and within the time provided by the California Tort Claim Act, provided that notwithstanding anything in this section to the contrary, each participating agency shall be solely liable for any and all worker's compensation benefits for personnel which are employed by them and are injured in the course and scope of their duties while assigned to SIU.

This agreement is between law enforcement agencies and is not intended to be a joint powers agreement under Section 6500 of the Government Code of the State of California.

Personnel assigned to SIU shall be deemed continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon him as a peace officer in his own jurisdiction.

17.0 POLICY AND PROCEDURES MANUAL

It is agreed that all members of the Special Investigation Unit shall abide by the standardized policies and procedures as expressed in the Placer Law Enforcement Agencies' Special Investigation Unit Policy and Procedures Manual; in addition to the specific language which addresses the specific needs, objectives and goals of SIU.

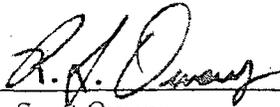
18.0 TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2012, through December 31, 2013 and will automatically renew annually if there are no changes to the agreement. Any party for good cause shown by notice in writing to the SIU Council Chairman thirty (30) days prior thereof may terminate the term of this agreement. An extension of this MOU will be granted pursuant to the signed agreement of the Council. SIU will only be responsible for financial obligations incurred by participating agencies during the term of this agreement. This agreement supersedes any prior agreements authorized by the SIU Council.

19.0 AUTHORIZATION

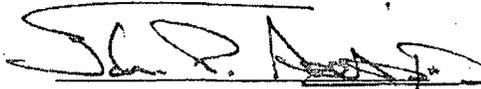
The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU will become effective upon participating agency executive signatures on the original MOU with all its attachments. All future amendments will become effective upon participating agency executive signatures.

20.0 AUTHORIZING SIGNATURES



R. Scott Owens
District Attorney
Placer County District Attorney's Office

2-16-12
Date



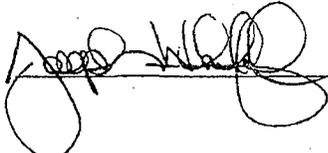
JOHN ARRABIT
Lieutenant
California Highway Patrol - Gold Run

2/16/12
Date



ED BONNER
Sheriff/Coroner/Marshal
Placer County Sheriff's Office

2-16-12
Date



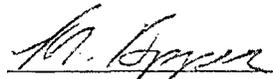
California Highway Patrol - Newcastle

2/16/12
Date



RONALD A. LAWRENCE
Chief of Police
Rocklin Police Department

2-16-12
Date



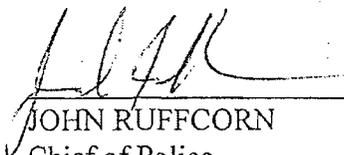
MARSHAL HOPPER
Chief Probation Officer
Placer County Probation Department

2/16/12
Date



DANIEL HAHN
Chief of Police
Roseville Police Department

2/16/12
Date



JOHN RUFFCORN
Chief of Police
Auburn Police Department

2-16-2012
Date



PAUL SHELGREN
Interim Chief of Police
Lincoln Police Department

2-16-2012
Date

