

**RESOLUTION NO. 2019-068**

**RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, RENEWING A MEMORANDUM OF UNDERSTANDING WITH THE NAPA SPECIAL INVESTIGATION BUREAU FOR FISCAL YEAR 2019-20 FOR AN AMOUNT NOT TO EXCEED \$43,340**

**WHEREAS**, Napa County law enforcement agencies recognize the need to work in conjunction with one another to address county-wide issues; and

**WHEREAS**, local law enforcement agencies established the Napa Special Investigations Bureau to prevent and control the illegal use, distribution and sales of narcotics and dangerous drugs within the County; and

**WHEREAS**, the Napa Special Investigations Bureau operates across jurisdictional boundaries and has done so since its inception in 1976; and

**WHEREAS**, the Calistoga Police Department and the Napa Sheriff's Department must provide both management and supervision of the Napa Special Investigations Bureau and its personnel; and

**WHEREAS**, each agency will continue to be responsible for the compensation, training, personal equipment, vehicles, as well as to defend, indemnify and hold harmless each other as well as their employees; and

**WHEREAS**, asset forfeiture funds will be equally divided between the Napa County Sheriff's Department and the Napa Police Department with each receiving 38%; the Napa County Probation Department receiving 6%, and the Saint Helena and Calistoga Police Departments each receiving 9%.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Calistoga hereby approves the Memorandum of Understanding (MOU) between the City of Calistoga and Napa Special Investigation Bureau, for the period of August 6, 2019, through June 30, 2020, shown as Attachment 2 to this resolution and authorizes the City Manager to execute the Memorandum of Understanding agreement.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Calistoga at a regular meeting held this **6<sup>th</sup> day of August 2019**, by the following vote:

**AYES:** Councilmembers Kraus, Lopez-Ortega, and Williams,  
Vice Mayor Dunsford and Mayor Canning

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
\_\_\_\_\_  
**CHRIS CANNING, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**IRENE CAMACHO-WERBY, City Clerk**

Napa Special Investigations Bureau  
Memorandum of Understanding

Effective: February 28, 2019

## 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, and the cities of Napa, St. Helena and Calistoga, each a municipal corporation (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 Department

Napa Police Department

Napa County District Attorney's Office

St. Helena Police Department

Calistoga Police Department

Napa County Probation Department

California Highway Patrol

Any other allied state, federal or local law enforcement agency that has made a commitment of resources and /or manpower.

This Agreement supersedes and replaces Napa County Agreement No. 1684, its 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.

**WHEREAS**, the parties have previously entered into a Memorandum of Understanding establishing the Napa Special Investigations Bureau (hereinafter "Bureau"), a multi-agency law enforcement task force to provide 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; investigate human trafficking / vice (no immigration violations will be investigated); problematic and high value offenders; high risk sex offenders; supervised release / arrest warrants; and compliance of prohibited persons and registered owners of firearms 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 Bureau. Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws to reduce the trafficking of controlled substances in Napa County. The Bureau will also assist in the investigation of major crimes impacting Napa County and residents within the County. Such crimes may include but are not limited to high risk probation and supervised release / arrest warrant matters, human trafficking / vice issues, high risk sex offenders, problematic offenders, compliance of prohibited / registered firearms owners, as well as investigative and operational support. Additionally, the Bureau will act as a resource to other local law enforcement agency members by facilitating the sharing of information on emerging trends and criminal activity. Use of this task force concept is intended to ensure well-coordinated investigations of major crimes and drug enforcement and to increase the flow of intelligence information between the various law enforcement agencies.

### **MISSION**

The primary mission of the Bureau will be to significantly diminish the availability and illegal use, sales, and manufacturing of drugs; investigate human trafficking / vice; identify problematic offenders and sex registrants; and prohibited persons possessing firearms; in the City of Napa, City of St. Helena, City of Calistoga, City of American Canyon, the Town of Yountville, and the County of Napa, California, and to apprehend the responsible offenders, thereby increasing public safety.

### **OBJECTIVES**

The Objectives of the Bureau shall be threefold:

- A. ENFORCEMENT** - The Bureau shall concentrate on investigating offenders throughout the County including but not limited to drug trafficking; human trafficking/vice; high risk sex offender registrants; high risk supervised release searches; including problematic offenders and prohibited / registered owners' firearms compliance. No immigration violations will be investigated.
- 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 drug trends, human trafficking and general trends in criminal activity.

### **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, 2020. 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, 2020. 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 Department 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 in his/her 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 Department 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 will 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 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.

NSIB will pay for its detectives' registration and travel costs related to training. Parent agencies will be responsible for paying costs related to 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 participating agencies 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 Department 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 Department, 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 jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own 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 peer review privilege, attorney-client privilege, or attorney work product privilege.

#### **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.

## ATTACHMENT A

### DISTRIBUTION OF ASSET FORFEITURE FUNDS

Napa Police Department	@	35%
Napa County Sheriff's Department	@	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 NSD and NPD to cover operational and vehicle costs, as identified by NSD 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, NSD 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 NSD 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 Sheriff's Department

- 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 compliment of investigative and safety equipment and vehicle radios

RESOLUTION R2014-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NAPA, CITY OF ST. HELENA, CITY OF CALISTOGA, AND THE CITY OF NAPA TO CONTINUE THE NAPA SPECIAL INVESTIGATIONS BUREAU DRUG TASK FORCE

WHEREAS, Napa County law enforcement agencies recognize the need to work in conjunction with one another to address county-wide issues; and

WHEREAS, local law enforcement agencies established the Napa Special Investigations Bureau to prevent and control the illegal use, distribution and sales of narcotics and dangerous drugs within the County; and

WHEREAS, the Napa Special Investigations Bureau operates across jurisdictional boundaries and has done so since its inception in 1976; and

WHEREAS, The State of California has discontinued funding and staffing of the Bureau Commander position; and

WHEREAS, the Napa Police Department and the Napa Sheriff's Department must provide both management and supervision of the Napa Special Investigations Bureau and its personnel; and

WHEREAS, each agency will continue to be responsible for the compensation, training, personal equipment, vehicles, as well as to defend, indemnify and hold harmless each other as well as their employees; and

WHEREAS, asset forfeiture funds will be equally divided between the Napa County Sheriff's Department and the Napa Police Department with each receiving 38%; the Napa County Probation Department receiving 6%, and the Saint Helena and Calistoga Police Departments each receiving 9%.

WHEREAS, the term of this Agreement will begin January 1, 2014, and remain in effect unless and until terminated by any of the parties in accordance with the timelines set forth in the Memorandum of Understanding; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

**ATTACHMENT 1**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.
2. The City Council hereby approves and authorizes the Chief of Police to execute an agreement with the County of Napa, City of St Helena, City of Calistoga, and the City of Napa Police to continue the Napa Special Investigations Bureau drug task force.
3. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 18th day of March, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: \_\_\_\_\_  
Dorothy Roberts  
City Clerk

Approved as to form:

\_\_\_\_\_  
Michael W. Barrett  
City Attorney



A Tradition of Stewardship  
A Commitment to Service

Agenda Date: 4/1/2014  
Agenda Placement: 7B

## NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

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**TO:** Board of Supervisors  
**FROM:** Janice Donovan for JOHN ROBERTSON JR. - Sheriff-Coroner  
Sheriff  
**REPORT BY:** Janice Donovan, Sheriff's Administrative Manager - 259-8674  
**SUBJECT:** Napa Special Investigation Bureau Memorandum of Understanding

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### RECOMMENDATION

Sheriff, District Attorney and Chief Probation Officer request approval of and authorization for the Chairman to sign an updated Napa Special Investigations Bureau Memorandum of Understanding with the cities of Napa, Calistoga, St. Helena, and the California Highway Patrol to expand the scope of operations to include the investigation and prevention of major crimes and update indemnification language.

### EXECUTIVE SUMMARY

Authorization of the Memorandum of Understanding will enable Napa County to continue to work with cities and the State to enforce the controlled substance laws to reduce trafficking of controlled substances in Napa County and to expand the scope of the task force operations to include the investigation and prevention of major crimes.

### FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Napa Special Investigations Bureau budget.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	None.

Consequences if not approved: If not approved, NSIB would no longer be a county wide narcotics unit.

Additional Information:

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

**BACKGROUND AND DISCUSSION**

NSIB concentrates on investigating major suppliers and distributors of controlled substances as defined in the Penal Code, locating and seizing clandestine laboratories, investigating marijuana cultivation, and stemming the flow of drugs into the County by apprehending interjurisdictional traffickers through a coordinated effort among County law enforcement agencies. The updated Memorandum of Understanding (MOU) provides for the structure of NSIB and the fiscal requirements of each participating agency. Also, it reflects revisions that have been agreed up by the current participating agencies including the expansion of scope to include the investigation and prevention of major crimes.

**SUPPORTING DOCUMENTS**

None

CEO Recommendation: Approve

Reviewed By: Karen Collins