



MEMORANDUM OF UNDERSTANDING
FOR MERCED COUNTY'S
VIOLENCE INTERRUPTION AND PREVENTION
EMERGENCY RESPONSE (VIPER) TEAM

INTRODUCTION

This Memorandum of Understanding is entered into for the purpose of facilitating the transfer of funds between the Merced County District Attorney's Office and governmental entities participating in the operation of the Merced County Violence Interruption and Prevention Emergency Response Program (VIPER). This Agreement shall be effective Fiscal Year 2024-2025 through Fiscal Year 2026-2027.

PURPOSE

In 2016, looking for outside sources of revenue to combat escalating violence, The District Attorney's Office drafted a proposal for state funding to create an intelligence unit within the District Attorney's Office. Based on previous multi agency gang investigations in Merced County, law enforcement leaders had concluded that an essential part of a successful gang interdiction strategy was state of the art intelligence analysis. Assemblyman Adam Gray agreed to pursue the necessary funds through the state budget process. Assemblyman Gray succeeded in obtaining \$4.5 million for a three-year Merced County pilot project nicknamed VIPER (Violence Interruption and Prevention Emergency Response).

In 2017, the VIPER program became operational. VIPER has continued to assist law enforcement with their efforts to reduce violent crime.

The continued purpose of the VIPER program is to assist local law enforcement and the Merced Area Gang and Narcotic Enforcement Team (MAGNET) in their efforts to curtail current criminal activity to reduce violence and increase quality of life in the community.

MISSION OF THE VIPER PROGRAM

The mission of the VIPER program is to produce accurate and timely information regarding criminal activity, prioritizing crimes of violence, to law enforcement agencies throughout the county. VIPER is also committed to providing insight as to where resources can be deployed to curtail at-risk offenders from engaging in criminal activity.

GOALS

The goal of the VIPER program is to use Criminal Intelligence Analysts to acquire, analyze and disseminate accurate information on criminal activity, especially violent crime, to all law enforcement agencies in Merced County.

PARTICIPATING AGENCIES

The participating agencies are as follows:

<u>AGENCY</u>	<u>CONTACT PERSON</u>
Merced County District Attorney	Nicole A. Silveira
Merced County Sheriff	Vernon H. Warnke
Merced County Probation Department	Christopher Henn
Merced Police Department	Steven Stanfield
Atwater Police Department	Michael Salvador
Livingston Police Department	John Ramirez
Los Banos Police Department	Ray Reyna
California Department of Justice Bureau of Investigations	Rachel Capello

MANAGEMENT AND SUPERVISION

The management and supervision of VIPER’s operations and resources will be the responsibility of the District Attorney’s Office. Criminal Information Analysts assigned to VIPER will be under the supervision of the District Attorney’s Chief Investigator and Supervising Investigator.

REIMBURSEMENT OF COSTS

The Fiduciary Facilitator for the funds will be the Merced County District Attorney’s Office. All transfer of funds between the Merced County District Attorney’s Office and the participating agencies shall be in furtherance of the objectives of the VIPER program.

Operational Costs:

Personnel will be housed in leased facilities at a confidential location. The business and

mailing address for VIPER is that of the Merced County District Attorney's Office at 550 West Main Street, Merced, CA 95340. Merced Area Gang and Narcotic Enforcement Team (MAGNET) is co-located at this facility. MAGNET is responsible for payment of the lease and maintenance for the facilities. The fiduciary for MAGNET is the Merced County Sheriff's Office.

The District Attorney's Office is responsible for payment of all other costs associated the operations of VIPER, and may include communications, computer and forensic equipment, network connectivity, office supplies and other investigation costs as necessary.

Investigation costs incurred by participating agencies for VIPER activity may be reimbursed on a pre-approved basis. All requests for reimbursement will be submitted to the Merced County District Attorney's Chief Investigator for initial review and approval. The requests shall include itemized invoices containing details of the expenditure and/or detail of the labor cost (number of hours, cost per hour, cases in which hours are attributable). Once the Chief Investigator has approved the request, the reimbursement request shall be forwarded to the District Attorney and the Merced County District Attorney's Office fiscal administrator for final review and approval.

In addition to the invoices submitted for payment, participating agencies must complete and submit Form W-9, "A Request for Taxpayer Identification Number and Certification" (www.irs.gov/pub/irs-pdf/fw9.pdf).

If the request for reimbursement does not comply with this MOU or there are not sufficient funds to make the reimbursement, the Merced County District Attorney's Office will not approve the reimbursement and the burden of the cost will be at the expense of the participating agency.

Upon approval by the Merced County District Attorney's Office, the requests for reimbursement shall be paid within thirty (30) days following receipt of a proper request.

Personnel Costs:

Analysts will provide participating agencies criminal analytical support for investigations. The VIPER program will be fully staffed with five (5) analyst positions all housed together at the MAGNET location, funded as follows:

- The Merced County District Attorney will continue to fund one full-time analyst position with the remaining balance of state funding received for the VIPER project.
- The Merced County District Attorney agrees to fund one full-time analyst position.
- The Probation Department agrees to fund one full-time analyst position.
- The Merced Sheriff's Office agrees to fund one full-time analyst position.

The following agencies agree to commit to the following funding to support one full-time analyst position, total estimated annual cost \$167,000:

- Atwater Police Department - \$34,000.00: The Atwater Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Thirty-Four Thousand Dollars and No Cents (\$34,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Atwater Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.
- Los Banos Police Department - \$50,000.00: The Los Banos Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Fifty Thousand Dollars and No Cents (\$50,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Los Banos Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.
- Merced Police Department - \$75,000.00: The Merced Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Merced Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.
- Livingston Police Department - \$8,000.00: The Livingston Police Department shall pay to the Merced County District Attorney's Office, on an annual basis, the sum of Seventy-Five Thousand Dollars and No Cents (\$8,000.00), which shall represent payment to the Merced County District Attorney's Office in full for the Livingston Police Department's share of the annual support of one full-time analyst position assigned to VIPER. The payment shall be a single lump sum payment made annually on or before the 30th of _____, commencing _____ 30, 2024.

CONDITIONS

Participating agencies have agreed to indemnify and hold harmless, the County of Merced, its Board of Supervisors, officers, employees, agents, and assigns from and against any and all claims, demands, liability, judgements, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind of nature, at any time arising out of or in any way connected with the performance of this MOU, whether in tort, contract or otherwise. This shall include, but not limited

to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of the participating agencies.

Participating agencies' liability for indemnity under this MOU shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the agency, its agents, sub-contractors and employees. This shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the County of Merced. This duty shall arise at the first claim or allegation of liability against County. Participating agencies will on request and at their expense defend any action, suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

REVISIONS

The terms of this MOU may be amended during the term of the agreement. The District Attorney's Office will notify in writing all parties to the MOU of any changes 30 days before the change becomes effective. Any party choosing to withdraw from the MOU shall notify the District Attorney in writing.

CONTACTS

The MOU contacts and their respective contact information for this MOU are:

Name and Title	Contact Information
Nicole A. Silveira District Attorney	Merced County District Attorney 550 W. Main Street Merced, CA 95340 (209) 385-7381 Nicole.Silveira@countyofmerced.com
Vernon H. Warnke Sheriff-Coroner	Merced County Sheriff's Department 700 W. 22 nd Street Merced, CA 95340 (209) 385-7451 Vern.Warnke@countyofmerced.com
Christopher Henn Chief Probation Officer	Merced County Probation Department 2150 "M" Street Merced, CA 95340 (209) 385-7569 Christopher.Henn@countyofmerced.com
Scott McBride City Manager	City of Merced 611 W. 22 nd Street Merced, CA 95340

	(209) 385-8883 scotts@cityofmerced.com
Michael Salvador Chief of Police	Atwater Police Department 750 Bellevue Road Atwater, CA 95301 (209) 357-6388 msalvador@atwater.org
John Ramirez Interim Chief of Police	Livingston Police Department 1446 "C" Street Livingston, CA 95334 (209) 394-5577 jramirez@livingstonpd.org
Ray Reyna Chief of Police	Los Banos Police Department 945 Fifth Street Los Banos, CA 93635 (209) 827-7070, Ext. 116 Rey.Reyna@losbanos.org
Rachel Capello Special Agent in Charge	California Department of Justice Bureau of Investigations 1735 "E" Street Fresno, CA 93706 (559) 457-5003 Rachel.Capello@doj.ca.gov

We, the undersigned, as authorized representatives of the participating agencies, do hereby approve this MOU.

By _____
MERCED COUNTY DISTRICT ATTORNEY

Date _____

By _____
MERCED COUNTY SHERIFF

Date _____

By _____
MERCED COUNTY CHIEF PROBATION OFFICER

Date _____

By _____
CITY OF MERCED CITY MANAGER

Date _____

By _____
ATWATER CHIEF OF POLICE

Date _____

By _____
LIVINGSTON CHIEF OF POLICE

Date _____

By _____
LOS BANOS CHIEF OF POLICE

Date _____

By _____
SPECIAL AGENT IN CHARGE, BUREAU OF
INVESTIGATIONS, FRESNO OFFICE

Date _____

APPROVED AS TO FORM:
Craig Cornwell
City Attorney, City of Merced