



COUNTY OF YOLO
OFFICE OF THE DISTRICT ATTORNEY
JEFF W. REISIG, DISTRICT ATTORNEY

SIDE LETTER AGREEMENT NO. 1
FY2016-2017
FY 2017-2018

MEMORANDUM OF UNDERSTANDING
BETWEEN
YOLO COUNTY DA AND WINTER'S POLICE DEPARTMENT

This Memorandum of Understanding (MOU) to establish the Yolo County District Attorney's Office High Tech Crimes Unit (hereinafter High Tech Unit) is entered into by the following participating agencies:

Winters Police Department

Yolo County District Attorney

I. PURPOSE

The participating agencies acknowledge the ability of the Yolo County District Attorney's Office High Tech Crimes Unit to locate and recover digital evidence not readily accessible without the advanced training and forensic tools offered by the High Tech Unit. The High Tech Unit is an invaluable resource for locating timely investigative leads as well as offering essential prosecutorial evidence.

The purpose of this memorandum of understanding (MOU) is to set forth the responsibilities of the participating agencies as they relate to the High Tech Unit and establish a cost sharing formula for those agencies in support of the High Tech Unit.

II. MISSION

The Yolo County District Attorney's Office High Tech Crimes Unit is dedicated to providing superior investigative and digital forensic examination and support services to county law enforcement agencies and prosecutors. In so doing, the High Tech Unit will strive to identify and meet the most critical needs of the Yolo County Law Enforcement community. The focus of the High Tech Unit will be the forensic searching of digital media, including that media contained within computers, cellular phones, tablets, cameras and other digital storage devices.

III. ROLES AND RESPONSIBILITIES

Winters Police (WPD) - For the 2016/2017 budgetary year, due to fiscal constraints, will provide their paid part-time employee who is a trained forensic examiner in lieu of the proposed cost sharing. This examiner will have access to the High Tech Unit equipment and will focus on the City of Winters evidentiary needs, and be available for special projects in High Tech, in an effort to negate the lack of funds for this budgetary year.

For the 2017/2018 budgetary year, WPD will contribute \$10,316 cited in attachment B of the original MOU.

High Tech Unit - Cases accepted into the High Tech Unit are prioritized based on their investigative impact and the evidentiary value to prosecution outcomes. Emphasis is placed on crimes against people, with child exploitation/victimization and homicide as the top priorities. The High Tech Unit also pursues other investigations including, but not limited to, large value property crimes, identity theft and other crimes that require digital forensic analysis. High Tech will focus on participating agencies, and will limit their involvement in Winters cases.

IV. STAFFING AND COSTS

The High Tech Unit is currently staffed with (1) one full time forensic investigator, (2) two extra-help forensic investigators, and (1) one extra-help office support specialist, each funded by the District Attorney's Office. The High Tech Unit has continuing costs that include specialty

training, forensic tools, software maintenance and hardware upgrades. The rapidly evolving nature of technology and digital devices requires a frequency of updated training and tools not seen in other investigative specialties. The High Tech Unit, including personnel, training and equipment has an approximate annualized cost of \$344,977.

V. COST SHARING AGREEMENT

Each of the below listed agencies have agreed to contribute operational funding using the cost sharing formula established in the Fiscal Year 2014-15 Yolo County Office of Emergency Services Operating Budget as a template. (Refer to Attachment B)

Beginning Fiscal Year 2016-17, Winters PD will provide a forensic examiner to offset the Cost Sharing proposal.

Beginning Fiscal Year 2017-18, Winters PD will provide funding in the amount of \$10, 316 outlined in attachment B.


In Fiscal Year 2017-18, Winters PD will receive a detailed expense report from the District Attorney's Office by October 1st of said fiscal year.

VI. TERM OF AGREEMENT

The terms of this agreement shall be effective upon the signatures of all parties through June 30, 2018 as funds have been secured through the 2017/2018 fiscal year to participate in the cost sharing MOU outlined in attachments A and B.

VII. AUTHORIZATION

The participating agency department heads have authorized this MOU as indicated below. The terms of the MOU will become effective upon the signatures of all parties.



Jeff Reising, District Attorney
Yolo County District Attorney's Office

9/12/16
Date



John Miller, Chief of Police
Winters Police Department

8/30/16
Date