

S.L.E.D.N.E.T.

Memorandum of Understanding

2006 - 2007

Memorandum of Understanding
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Memorandum of Understanding

This Memorandum of Understanding (MOU) to establish SLEDNET is entered into by the California Bureau of Narcotic Enforcement (hereinafter "BNE") and the following participating/member agencies:

California Department of Justice, Bureau of Narcotic Enforcement

California Highway Patrol

Alpine County Sheriff's Department

El Dorado County District Attorney's Office

El Dorado County Sheriff's Department

South Lake Tahoe Police Department

I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to SLEDNET. Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws of the states of California and Nevada, and applicable federal laws relating to the trafficking of controlled substances. Agencies participating in SLEDNET will be targeting their investigations toward the apprehension of street, mid-level and major violators. 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 BNE task force program.

II. MISSION

The mission of SLEDNET will be to significantly diminish the availability and use of illegal drugs in the Alpine, El Dorado and South Lake Tahoe basin and apprehend the responsible offenders, thereby increasing public safety.

III. TASK FORCE COUNCIL

SLEDNET will be governed by a "Task Force Council".

- ◆ **Participating Agency:** A "Participating Agency" is an allied state, federal or local law enforcement agency that has made a commitment of resources and manpower for an agreed upon period of time.
- ◆ **Structure:** The Task Force Council will consist of the Senior Special Agent in Charge (SSAC) Sacramento BNE regional office, or his designee, and the department heads, or their designee, of each participating agency or member agency.
- ◆ **Role:** The Task Force Council shall meet on a quarterly basis (unless otherwise called by a board member) for the purpose of reviewing the activities of SLEDNET. The council shall also have general responsibility for the oversight of SLEDNET operations.
- ◆ **Policy Authority:** The Task Force Council shall be responsible for SLEDNET policies and operating procedures. The council shall periodically review and evaluate SLEDNET operations, goals, objectives, policies and procedures.

- ◆ **Chairperson:** The Task Force Council shall elect a chairperson each year by majority vote with the members present at the council meeting, which will coincide with the starting date for the MOU. The chairperson will be elected for a one year term and can serve two consecutive terms. The chairperson can be a member of any of the participating agencies or member agencies, with the exception of the California Department of Justice Bureau of Narcotic Enforcement.

IV. MANAGEMENT

The management and supervision of SLEDNET's resources will be the responsibility of the Task Force Commander. The Task Force Commander shall retain supervisory control of the personnel assigned to SLEDNET. When the number of law enforcement personnel from participating agencies drops below four, BNE may terminate the MOU. When the number of law enforcement personnel from participating agencies is over ten, BNE may add a second Special Agent Supervisor (SAS).

V. TASK FORCE COMMANDER

A Special Agent Supervisor (SAS) from BNE shall be responsible for managing SLEDNET and will report to the Task Force Council through the Chairperson of the council. The Task Force Commander takes direction from the Task Force Council. The Task Force Commander shall provide the Task Force Council with monthly and annual reports of SLEDNET activities. When the number of personnel from participating agencies is over ten, BNE may add a second Special Agent Supervisor. Any personnel assigned to SLEDNET shall work under the immediate supervision and direction of the Task Force Commander and shall adhere to the published policies and procedures of SLEDNET, relative to the conduct and reporting of investigations. Federal policies and reporting requirements will be followed for cases to be prosecuted in Federal court.

VI. COMPENSATION

Each participating agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with FLSA regulations. Participating agencies will provide, in writing to the Task Force Commander, its policies and limitations on overtime.

VII. BUDGET

The Task Force Commander will prepare a proposed budget each year (incorporated and attached herein as exhibit A) at the time of the signing of the new M.O.U for the ensuing fiscal/calendar year for approval by the Task Force Council. A monthly report of investigative expenditures shall accompany the monthly statistics report submitted to the Task Force Council as outlined in the Policy and Procedure Manual.

VIII. TRAINING

Training is handled by participating agencies according to their individual policies. A yearly training plan for all task force personnel, sworn and non-sworn, 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.

IX. ANNUAL REPORT

The Task Force Commander shall provide the Task Force Council and BNE Headquarters 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 report shall contain sufficient information regarding controlled substance abuse and trafficking trends to enable the council to reassess task force goals and objectives.

X. 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 as stated below and in the addendum to this MOU, to SLEDNET in each year of this agreement.

California Department of Justice, Bureau of Narcotic Enforcement: One (1) Special Agent Supervisor, undercover vehicle and standard complement of investigative and safety equipment.

Alpine County Sheriff's Department: Two (2) Deputy Sheriff's, undercover vehicles and standard complement of investigative and safety equipment.

Alpine County District Attorney's Office: One (1) Deputy District Attorney Liaison.

El Dorado County Sheriff's Department: One (1) Deputy Sheriff, undercover vehicle and standard complement of investigative and safety equipment.

South Lake Tahoe Police Department: Three (3) Police Officers, undercover vehicles and standard complement of investigative and safety equipment.

El Dorado County Probation Department: One (1) County Probation Officer Liaison.

El Dorado County District Attorney's Office: One (1) Deputy District Attorney Liaison.

California Highway Patrol: One (1) Officer Liaison

XI. FACILITIES, EQUIPMENT AND PROPERTY

When the number of law enforcement personnel from participating agencies drops permanently below four (4), BNE may terminate the MOU. In case of termination, any balance of facilities lease agreement (or any contractual agreement) will be shared on a pro-rata basis by the participating agencies, as stated in the addendum 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 any agency's funds shall be the property of that agency and at the termination of this agreement and whereupon no new agreement is reached, all said property shall be returned to that agency. 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 SLEDNET, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Council.

Facility Costs:

1. Lease of office space. (Expense covered by SLEDNET Budget). El Dorado County Sheriff's office will pay for \$27,380 of lease and \$2,020.00 for utilities totaling \$29,400.00 for the fiscal year 06/07).
2. Installation of telephone lines, telephone equipment and monthly, local, CALNET, and long distance charges in addition to a CLETS machine on single or county line. (Expense covered SLEDNET Budget).
3. Alarm equipment including maintenance and monitoring. (Expense covered SLEDNET Budget).
4. Evidence storage and alarm security. (South Lake Tahoe PD)
5. Janitorial services (Expense covered SLEDNET Budget).
6. Purchase and installation of at least one personal computer, printer and modem that is compatible with DOJ's MAPPER/CIMS/GroupWise system. (Expense covered by DOJ/BNE).
7. Office supplies. (Expense covered SLEDNET Budget)
8. Copier. (Expense covered SLEDNET Budget)
9. Drug Testing. (Expense covered SLEDNET Budget)
10. Post Office Box. (Expense covered SLEDNET Budget)

11. Training. (Expense covered SLEDNET Budget)
12. Petty Cash. (Expense covered SLEDNET Budget)

XII. ASSET FORFEITURE

Proceeds derived from an asset forfeiture, under state or federal law, initiated in the course of investigations conducted by SLEDNET, will be shared equitably among member agencies. 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 members of the Task Force Council.

Modifications to the asset forfeiture agreement requires a majority vote of attending members of the Task Force Council.

XIII. ADMINISTRATION AND AUDIT

In no event shall the agencies charge any indirect costs to DOJ for administration or implementation of this agreement during the term thereof. Any and all records pertaining to expenditures shall be readily available for examination and audit by BNE or any other 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, whichever is sooner.

XIV. INSPECTION PROCESS

It is the policy of BNE to maintain a formal inspection program. This program requires inspections of each BNE supervised regional task force once every eighteen (18) months or as necessary, with follow-up inspections within six (6) months. Copies of the inspection report will be delivered to the regional office SAC 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.

XV. 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 (SCFR, 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.

XVI. RESPECTIVE RESPONSIBILITIES

For the purpose of indemnification, each participating agency of SLEDNET 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 SLEDNET. Personnel assigned to SLEDNET 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 by applicable State or Federal laws.

XVII. POLICY AND PROCEDURE MANUAL

Except as specified in Section IV, it is agreed that all members of the task force shall abide by the applicable policies and procedures as expressed in the SLEDNET manual, which is specific in content to the needs, objectives and goals of SLEDNET. In any case where the policies or procedures of SLEDNET conflict with those of the participating agencies, these policies will be referred to the Bureau of Narcotic Enforcement, Special Agent in Charge and the Chief Executive Office of the participating agencies for resolution in writing.

XVIII. TERM OF AGREEMENT

The term of this agreement shall be from 07/01/2006 through 06/30/2007. The term of this agreement may be terminated by any party for good cause shown by notice in writing to the Task Force Council Chairperson thirty (30) days prior thereof. An extension of this MOU will be granted pursuant to the signed agreement of the Task Force Council. SLEDNET will only be responsible for financial obligations incurred by task force participating agencies during the term of this agreement.

XIX. 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 receipt by the BNE headquarters of the original MOU with all its attachments. All future amendments must be forwarded to headquarters and will become effective upon receipt.

Department of Justice, Bureau of Narcotic Enforcement:

Signature Date Printed Name

California Highway Patrol:

Signature Date Printed Name

Alpine County Sheriff's Department:

Signature Date Printed Name

El Dorado County District Attorney's Office:

Signature Date Printed Name

El Dorado County Sheriff's Department:

Signature Date Printed Name

South Lake Tahoe Police Department:

Signature Date Printed Name

ATTACHMENT A				
SLEDNET BUDGET 06-07				
		EDSO	SLTPD	ALPINE
OPERATIONAL COSTS:				
Office Space & Utilities	\$ 29,400.00	\$ 29,400.00	\$ -	\$ -
Office Supplies	\$ 2,700.00	\$ 900.00	\$ 900.00	\$ 900.00
Telephone	\$ 6,700.00	\$ 2,234.00	\$ 2,234.00	\$ 2,234.00
Copier	\$ 2,916.00	\$ 972.00	\$ 972.00	\$ 972.00
Alarm	\$ 1,080.00	\$ 360.00	\$ 360.00	\$ 360.00
Janitor	\$ 200.00	\$ 66.00	\$ 66.00	\$ 66.00
Drug Testing	\$ 500.00	\$ 167.00	\$ 167.00	\$ 167.00
P.O. Box	\$ 46.00	\$ 15.00	\$ 15.00	\$ 15.00
Training	\$ 8,000.00	\$ 2,667.00	\$ 2,667.00	\$ 2,667.00
Petty Cash	\$ 1,000.00	\$ 333.00	\$ 333.00	\$ 333.00
TOTAL	\$ 52,542.00	\$ 37,114.00	\$ 7,714.00	\$ 7,714.00