

WEST EL DORADO NARCOTIC ENFORCEMENT TEAM

W.E.N.E.T.

Memorandum of Understanding

2009-2010

**Memorandum of Understanding
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Memorandum of Understanding

This Memorandum of Understanding (MOU) to establish WENET is entered into by the El Dorado County Sheriff's Office and the following participating/member agencies:

El Dorado County Probation Department

I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to W.E.N.E.T. Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws of the State of California and applicable federal laws relating to the trafficking of controlled substances. Agencies participating in W.E.N.E.T. will be targeting their investigations toward the apprehension of street level, mid-level, and major violators. A special emphasis will focus on the disruption and dismantling of sources of supply, manufacture, and distribution of Methamphetamine, to include: clandestine manufacturing operations; precursor purchase, manufacturing, and distribution; methamphetamine sales and distribution both at the street level and mid-level. Every effort will be made during investigations and enforcement operations to identify, investigate, arrest and

prosecute major or high level distribution networks that operate within El Dorado County, whether they originate within El Dorado County or from another jurisdiction. W.E.N.E.T. operates on the premise that well-coordinated narcotic enforcement within El Dorado County depends on the sharing of information and investigative/enforcement resources of various law enforcement agencies operating in El Dorado County.

II. MISSION

The mission of W.E.N.E.T. will be to significantly diminish the availability, use and manufacture of illegal drugs within El Dorado County and the city jurisdictions within El Dorado County and apprehend and prosecute the responsible offenders, thereby increasing public safety.

III. DEFINITIONS

Participating Agency: A "Participating Agency" is an allied state, federal or local law enforcement agency that has made a commitment of resources and manpower consistent with each participating agency's MOU for an agreed upon period of time.

Member Agency: A "Member Agency" is an allied state, federal or local law enforcement agency that does not commit resources,

but participates with W.E.N.E.T. in the furtherance of their mission.

CALMMET: California Multi-Jurisdictional Methamphetamine Enforcement Team – a State program administered by CALEMA (California Emergency Management Agency) designed to combat the production and distribution of methamphetamine and the related compounds and precursors used during manufacture. Additionally, CALMMET targets other problems within the city jurisdictions within the counties to aggressively reduce and ultimately remove methamphetamine and the criminal elements involved in the trafficking, manufacturing, and sales of the illegal substance throughout California.

Structure: W.E.N.E.T. shall consist of an El Dorado County Sheriff Sergeant (Supervisor) and Detectives, an El Dorado County Probation Officer (Liaison/Intel, and other law enforcement agency representatives.

IV. SUPERVISION

The El Dorado County Sheriff Sergeant will be responsible for overall administrative duties and the day to day supervision involving narcotic operations at all levels of enforcement.

V. COMPENSATION

Each participating agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with FLSA regulation and participating agencies respective MOUs. Participating agencies will provide, in writing to the W.E.N.E.T. Supervisor, its policies and limitations with respect to overtime usage.

Compensation for Positions may be paid for through grant funds, if available, and the funding may include salary, benefits, and overtime. Should grant funding discontinue the payment for salaries, benefits and overtime for previously grant authorized positions will revert to the employee's agency.

VI. BUDGET

The W.E.N.E.T. supervisor, along with El Dorado County Sheriff Fiscal personnel, will prepare a proposed budget each year at the time of the signing of the MOU for the following fiscal/calendar year to be reviewed by the participating agencies.

VII. TRAINING

Training is handled by participating agencies according to their individual policies. A yearly training plan for all W.E.N.E.T. personnel, sworn and non-sworn, shall be prepared upon their assignment to W.E.N.E.T. In addition, a yearly group training

plan shall be prepared and submitted with the W.E.N.E.T. budget proposal.

VIII. ANNUAL REPORT

The W.E.N.E.T. Supervisor shall prepare an annual report of activity no later than March 15th of each year. The report will summarize the preceding calendar year's operations and shall include a section for statistical data that summarizes the monthly reports. The report shall document controlled substance abuse trends, trafficking trends, as well as, controlled substance sales/distribution and manufacturing operations investigated by W.E.N.E.T.

IX. 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 stated below.

El Dorado County Sheriff's Office: One (1) Sergeant, four (4) Deputy Sheriff Detectives, undercover vehicles, and standard complement of investigative and safety equipment. One (1) temporary Deputy Sheriff Detective position to be filled with CALMMET grants as available.

El Dorado County Probation Department: One (1) Probation Officer – Fully qualified Peace Officer who may participate in all aspects of narcotics investigations, but will primarily provide intelligence and act as a liaison between the Probation Department and W.E.N.E.T. The Probation Officer would be equipped with a standard complement of investigative and safety equipment.

Overtime for the Probation Officer position may be reimbursed through CALMMET grant funding when the Probation Officer incurs overtime while working on a CALMMET qualified case.

An undercover vehicle will be made available to the Probation Officer, when necessary for their participation in operations, by El Dorado County Sheriff and shall remain the property of El Dorado County Sheriff. Use of the vehicle will be at the discretion of the W.E.N.E.T. Supervisor.

X. FACILITIES, EQUIPMENT AND PROPERTY

Any and all property, including equipment, 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 reached, all said property shall be returned to that agency. Any equipment purchased with task force or seized funds will be considered

property of the El Dorado County. Any such equipment which is damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act or omission of an officer or agent assigned to W.E.N.E.T., shall be repaired or replaced by the agency of the responsible employee with the concurrence of that employee's department head and El Dorado County Sheriff, or their designees.

XI. ASSET FORFEITURE

Asset forfeiture under this agreement will be retained by the El Dorado County Sheriff's Office.

Any modification to the asset forfeiture agreement requires the approval of the heads, or designees, of the El Dorado County Sheriff's Office.

XII. RECORDS

Records for W.E.N.E.T. will be kept in the El Dorado County W.E.N.E.T. office. All records will be kept for a minimum of 5 years.

XIII. NON-DISCRIMINATION CLAUSE

All participating agencies will comply with Title VII 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 VII relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities.

XIV. RESPECTIVE RESPONSIBILITIES

For the purpose of indemnification, each participating agency of W.E.N.E.T. 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 W.E.N.E.T.. Personnel assigned to W.E.N.E.T. shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers by applicable state and federal laws.

XV. POLICY AND PROCEDURE MANUAL

Except as specified in IV, it is agreed that all members of the task force abide by the applicable policies and procedures as expressed in the W.E.N.E.T. manual, which is specific in content to the needs, objectives and goals of W.E.N.E.T. In any case where the policies or procedures of W.E.N.E.T. conflict with those of the participating agencies, these policies will be referred to the heads of the participating agencies for resolution in writing.

Should no agreement be reached, either party may terminate the agreement pursuant to section XVI, Term of Agreement.

XVI. TERM OF AGREEMENT

The term of this agreement shall be from 7/15/2009 through 6/30/2010. The term of this agreement may be terminated by any party for good cause shown by notice in writing to the heads of the other participating agencies thirty (30) days prior thereof.

XVII. 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 El Dorado County Sheriff of the original MOU.

El Dorado County Sheriff's Office

Sheriff Jeff Neves

Signature

Date

El Dorado County Probation Department

Probation Chief Joe Warchol

Signature

Date