

**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:

California Highway Patrol

### 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.

County: The County of El Dorado shall be referred to hereafter as County or the County.

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), a California Highway Patrol Officer, and other law enforcement agency representatives.

#### IV. INVESTIGATIVE RESPONSIBILITIES AND 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 15<sup>th</sup> 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.

California Highway Patrol: One (1) Officer with a standard complement of investigative and safety equipment, and an undercover vehicle, if available. Use of a County vehicle will be based on availability and 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.

#### XI. ASSET FORFEITURE

Asset forfeiture will be distributed among the participating agencies in the following manner.



Equitable sharing will be accomplished in accordance with the appropriate provisions of State and Federal Law and this MOU and only after the fiscal operational expenses and lease payments have been reimbursed to the El Dorado County Sheriff's Office and the California Highway Patrol. All agencies having sworn personnel assigned full-time to W.E.N.E.T. at the time of commencement of the forfeiture case, shall receive forfeited assets based upon the number of sworn personnel assigned to W.E.N.E.T. The date the seizure revenue is received by the Asset Officer shall be the date and for the fiscal year the revenue is recognized. The investigative agencies, El Dorado County Sheriff's Office and California Highway Patrol, will only be reimbursed for expenses which are not covered by any grants or outside funding.

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

## 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.

### XV. 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.

To the fullest extent allowed by law, CHP shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and

reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the use of COUNTY owned vehicles, or any vehicles provided by COUNTY, by employees of CHP under this Agreement, excluding, however, such liability, claims losses, damages or expenses arising from the sole negligence or willful misconduct of COUNTY, its officers, agents, employees or representatives. This duty of CHP includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

#### XVI. 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, the MOU may be terminated by either agency 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

California Highway Patrol  
Placerville Division Commander

Lieutenant Chuck King

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date