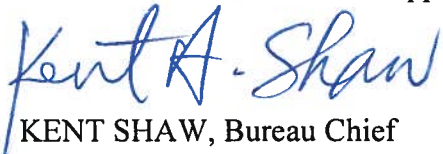


M e m o r a n d u m

To : SUMI THOMISON, Chief
Accounting Office
Division of Administrative Support

Date: December 19, 2013

Telephone: (916) 319-8232
Facsimile: (916) 319-9444

From : 
KENT SHAW, Bureau Chief
Bureau of Investigation
Division of Law Enforcement

Subject : MOU and Reimbursement Agreement for WestNET

Attached for your review and Assistant Director Harper's signature are two agreements between the Bureau of Investigation (BI) and the West Contra Costa County Narcotic Enforcement Team (WestNET). The Memorandum of Understanding has no monetary compensation, but the reimbursement agreement will cover the task force commander's salary (up to \$156,000) as well as overtime. Reimbursements will be made from the WestNET Task Force's Asset Forfeiture Account.

The MOU is valid from November 1, 2013 through December 31, 2014, and the Reimbursement Agreement is valid from November 1, 2013 – October 31, 2014.

Once signed, please return the agreements to the attention of Cindy Hart, Division of Law Enforcement, Office of the Director. Should you have any questions regarding this agreement, you may contact Cindy at (916) 319-8232.

clh

Attachment

MEMORANDUM OF UNDERSTANDING

**WEST CONTRA COSTA COUNTY
NARCOTIC ENFORCEMENT TEAM**

November 1, 2013 through December 31, 2014

Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) to establish the West Contra Costa County Narcotic Enforcement Team is entered into by the California Department of Justice, Bureau of Investigation (hereinafter BI) and the following participating agencies:

California Department of Justice, Bureau of Investigation

Contra Costa County District Attorney's Office

El Cerrito Police Department

Hercules Police Department

Kensington Police Department

Pinole Police Department

Richmond Police Department

San Pablo Police Department

I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to the West Contra Costa County Narcotic Enforcement Team. Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws of the State of California as expressed in the Health and Safety Code, and applicable federal laws relating to the trafficking of controlled substances. Agencies participating in the West Contra Costa County Narcotic Enforcement Team will perform major crimes investigations to include, but not limited to narcotics, organized crime, violent crimes, gangs, firearms and other cases affecting public safety and the quality of life. Use of this task force concept is intended to ensure well-coordinated investigations and enforcement actions in the region between the various law enforcement agencies participating in the BI Task Force program.

II. MISSION

The mission of the West Contra Costa County Narcotic Enforcement Team is to use advanced investigative techniques to enforce controlled substance law and lead and/or assist federal, state and/or local law enforcement agencies in West Contra Costa County in performing major crime investigations to include, but not limited to narcotics, organized crime, violent crimes, gangs, firearms and other cases affecting public safety and the quality of life.

III. TASK FORCE COUNCIL

The West Contra Costa County Narcotic Enforcement Team will be governed by a "Task Force Council (Executive Board)."

Participating Agency - A "Participating Agency" is an allied state, federal or local law enforcement agency that has made a commitment of resources and/or manpower for an agreed upon time period.

Structure - The Task Force Council will consist of the Special Agent in Charge (SAC) of the California Department of Justice, Bureau of Investigation (BI) Regional Office or their designee and the department heads of each participating agency or their designee.

Role - The Task Force Council shall meet on a monthly basis for the purpose of reviewing the activities of the West Contra Costa County Narcotic Enforcement Team. Also, the members shall have general responsibility for the oversight of the West Contra Costa County Narcotic Enforcement Team operations.

Policy Authority - The Task Force Council shall be responsible for the West Contra Costa County Narcotic Enforcement Team policies and operating procedures. The Council shall periodically review and evaluate the West Contra Costa County Narcotic Enforcement Team operations, goals, objectives, policies and procedures.

IV. MANAGEMENT

The management and supervision of the West Contra Costa County Narcotic Enforcement Team's resources will be the responsibility of the Task Force Commander. The Task Force Commander shall retain supervisory control of the personnel assigned to the West Contra Costa County Narcotic Enforcement Team. When the number of law enforcement personnel from participating agencies drops below three, BI may terminate the MOU. When the number of law enforcement personnel from participating agencies is over nine, BI may add a second Special Agent Supervisor (SAS).

V. TASK FORCE COMMANDER

A BI Special Agent Supervisor (SAS) shall be responsible for managing the West Contra Costa County Narcotic Enforcement Team 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 will provide the Task Force Council with monthly and annual reports of the West Contra Costa County Narcotic Enforcement Team activities. Any personnel assigned to the West Contra Costa County Narcotic Enforcement Team shall work under the immediate supervision and direction of the Task Force Commander and shall adhere to policies and procedures of the West Contra Costa County Narcotic Enforcement Team.

VI. COMPENSATION

Each participating agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with FLSA regulations.

VII. BUDGET

The Task Force Commander will prepare a proposed budget each year (date to be determined by the Task Force Council) for the ensuing fiscal/calendar year for approval by the Task Force Council. A monthly report of expenditures shall accompany the monthly statistics report submitted to the Task Force Council as outlined in the Policy & Procedure Manual.

VIII. TRAINING

Training is handled by participating agencies according to their individual budgets. A yearly training plan for all task force personnel, sworn and non-sworn, shall be prepared by the Task Force Commander 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 will provide the Task Force Council and BI Headquarters with an annual report of activity no later than March 15, 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 related to narcotics trafficking.

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 to the West Contra Costa County Narcotic Enforcement Team in each year of this agreement.

California Department of Justice

Bureau of Investigation

- One Special Agent Supervisor
- One vehicle
- Office space
- Telephone service/equipment
- Undercover buy funds
- Miscellaneous undercover surveillance equipment

Contra Costa County District Attorney's Office

- Miscellaneous legal support

El Cerrito Police Department

- One officer
- One vehicle
- Safety Equipment

Hercules Police Department

- Clerical and operational fund support only as indicated
- support only as indicated below

Kensington Police Department

- Clerical and operational fund support only as indicated
- support only as indicated below

Pinole Police Department

- Clerical and operational fund support only as indicated
- support only as indicated below

Richmond Police Department

- One officer
- One vehicle
- Safety Equipment

San Pablo Police Department

- One officer
- One vehicle
- Safety Equipment

The participating law enforcement agencies will fund the West Contra Costa County Narcotic Enforcement Team annually as follows:

<u>AGENCY</u>	<u>OPERATIONAL FUND</u>
El Cerrito Police Department	\$ 8,000.00
Hercules Police Department	\$ 8,000.00
Kensington Police Department	\$ 8,000.00
Pinole Police Department	\$ 8,000.00
Richmond Police Department	\$ 8,000.00
San Pablo Police Department	<u>\$ 8,000.00</u>
TOTAL	\$48,000.00

The amount of contributions listed above will be evaluated on a yearly basis and adjusted to meet the needs of the unit.

\$48,000.00 Operational Funds - Expenditures to be used to pay for all costs for the Task Force secretarial position.

Any surplus Operational Funds may be used to help off-set administrative costs such as:

- printing, photo development, shipping
- locks and keys
- evidence destruction
- raid gear
- mailbox rental
- equipment repair - reference materials
- film batteries, paper, office supplies, etc.

SECRETARIAL SUPPORT

To be equally shared by all participating law enforcement agencies through their Operational Fund contributions.

The California Department of Justice, BI will fund the West Contra Costa County Narcotic Enforcement Team in the following areas:

- A. Narcotic Buy Funds
- B. Office rental (Utilities & Expenses)
- C. Telephone (Equipment and Expenses)
- D. Alarm System

The funds provided by the California Department of Justice, BI does not include the salary of one Special Agent Supervisor assigned to the unit. The West Contra Costa County Executive Board will fund the Task Force Commander's position (salary and benefits) from the task force asset forfeiture account for one year beginning November 1, 2013 to October 31, 2014. The West Contra Costa County Executive Board will re-assess the option to fund the Task Force Commander's position for an additional period of one year in October 2014.

In the event the Task Force Council elects to expand personnel commitment to the Task Force, additional facilities or expenses will be absorbed by the Task Force.

XI. FACILITIES, EQUIPMENT & PROPERTY

When the number of law enforcement personnel from participating agencies drops permanently below three, BI may terminate the MOU. In such cases, any balance of the facilities lease agreement (or any other contractual agreement) will be shared on a pro-rata basis by the participating agencies in this MOU, or paid with any asset forfeiture funds.

Any and all property, including equipment, furniture, and furnishings of whatever kind or description, purchased or acquired with DOJ funds shall be the property of DOJ. At the termination of this agreement and whereupon no new agreement is reached, all said property shall be returned to DOJ.

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 the West Contra Costa County Narcotic Enforcement Team, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Commander.

The California Department of Justice, BI, will fund the West Contra Costa County Narcotic Enforcement Team in the following areas:

1. Lease of office space.
2. Installation of telephone lines and monthly, local, and long distance charges.
3. Telephone equipment.
4. Utilities.
5. Alarm equipment and monitoring.
6. Janitorial services
7. Landscape services

8. Purchase and installation of at least one personal computer, printer and modem which is compatible with California Department of Justice Information Technology Network.

The Contra Costa County Sheriff's Office will provide the following:

1. All West-NET evidence will be stored at the Contra Costa County Sheriff's Office per a separate MOU between the California Department of Justice and the Sheriff's Office.

XII. ASSET FORFEITURE

Based on the attached asset forfeiture agreement, proceeds derived from asset forfeiture, under state or federal law, initiated in the course of investigations conducted by the West Contra Costa County Narcotic Enforcement Team, will be shared equitably among member agencies, including BI. The equitable sharing will be based on the attached formula developed by the Task Force Council (refer to Attachment A). All forfeiture procedures and sharing will be based upon the appropriate provisions of state or federal law and policy. Modifications to the asset forfeiture agreement require approval in writing by the members of the Task Force Council and BI Headquarters.

XIII. ADMINISTRATION AND AUDIT

In no event shall the member agencies charge any indirect costs to DOJ for administration or implementation of this agreement during the term thereof. Any and all records pertaining to the West Contra Costa County Narcotic Enforcement Team expenditures shall be readily available for examination and audit by BI 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 (3) three years after termination of the agreement, whichever is sooner.

XIV. INSPECTION PROCESS

It is the policy of BI to maintain a formal administrative inspection program. This program requires inspections of each BI supervised regional task force on a rotational basis. 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. NONDISCRIMINATION 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 (CFR, 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.

XV. RESPECTIVE RESPONSIBILITIES

For the purpose of indemnification, each participating agency of the West Contra Costa County Narcotic Enforcement Team 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 the West Contra Costa County Narcotic Enforcement Team. Personnel assigned to the West Contra Costa County Narcotic Enforcement Team 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 in their own jurisdictions.

XVII. POLICY AND PROCEDURE MANUAL


It is agreed that all members of the task force shall abide by the applicable policies and procedures as expressed in the West Contra Costa County Narcotic Enforcement Team manual, which is specific in content to the needs, objectives and goals of the West Contra Costa County Narcotic Enforcement Team.


XVIII. TERM OF AGREEMENT


The term of this agreement shall be from November 1, 2013 through December 31, 2014. The term of this agreement may be canceled by notice in writing to the Task Force Council Chairperson thirty (30) days prior thereof. An extension or amendment to this MOU will be granted pursuant to the signed agreement of the Task Force Council. The West Contra Costa County Narcotic Enforcement Team will only be responsible for financial obligations incurred by task force participating agencies during the term of this agreement.

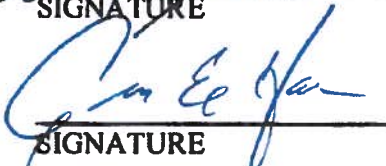
XIX. AUTHORIZATION

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU shall be forwarded to the California Department of Justice with all attachments and will become effective upon signature of all parties. All future amendments must be forwarded to the California Department of Justice and will become effective upon signature of all parties.


 12/4/13 Mark Peterson DA'S OFFICE
 SIGNATURE DATE PRINTED NAME AGENCY NAME

 12-04-13 SILVIA MOIR EL CERRITO PD
 SIGNATURE DATE PRINTED NAME AGENCY NAME

 12-7-13 William Boswick HECULES PD
 SIGNATURE DATE PRINTED NAME AGENCY NAME

 12-04-13 Gregory G. Harrison KENSINGTON PD
 SIGNATURE DATE PRINTED NAME AGENCY NAME

 12-04-13 John Hardleston PINOLE PD
 SIGNATURE DATE PRINTED NAME AGENCY NAME

 12/4/13 Ecl Medina RICHMOND PD
 SIGNATURE DATE PRINTED NAME AGENCY NAME

 11-25-13 WALT SCHULO SAN PABLO PD
 SIGNATURE DATE PRINTED NAME AGENCY NAME







N/A
 SIGNATURE DATE PRINTED NAME AGENCY NAME

N/A
 SIGNATURE DATE PRINTED NAME AGENCY NAME

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DA'S OFFICE

SIGNATURE	DATE	PRINTED NAME	AGENCY NAME
	12.04.13	SYLVIA MOIR	EL CERRITO PD
	12-4-13	William Boswick	HECULES PD
	12/4/13	GREGORY E. HARMAN	KENSINGTON PD
	12-04-13	John Hardleston	PINOLE PD
	12/4/13	Ed Medina for C. Magus	RICHMOND PD
	11-25-13	WALT SCHULD	SAN PABLO PD
		N/A	
		N/A	

Kent A. Shaw

Kent Shaw, Chief
Bureau of Investigation
Division of Law Enforcement
CA Department of Justice

12/18/13

Date

Larry J. Wallace

Larry J. Wallace, Director
Division of Law Enforcement
CA Department of Justice

1/2/2014

Date

DETY

David Harper, Assistant Director
Division of Administrative Services
CA Department of Justice

1-7-14

Date

ATTACHMENT A

West-NET's ASSET FORFEITURE EQUITABLE SHARING FORMULA

When disbursement is made to the member agencies, the formula for distributing funds shall be as follows upon the closure of the team:

4% - for each member agency that **does not have an officer in the NET at the time of the seizure.**

The rest of the agencies will receive an equal share of the remaining funds.

Member agencies will include the California Department of Justice, Bureau of Investigation (BI), El Cerrito Police Department (ECPD), the Hercules Police Department (HPD), the Kensington Police Department (KPD), the Pinole Police Department (PPD), the Richmond Police Department (RPD), and the San Pablo Police Department (SPPD).

The following is an example of how a distribution would be made:

4 % - Kensington
4% - Pinole
4% - Hercules
22% - All other agencies (i.e. BI, ECPD, RPD and SPPD)

As established by the Executive Board, West-NET currently retains asset forfeited proceeds to be utilized for buy funds, additional operational needs, equipment and other needs as necessary with Executive Board approval.