

**Yolo
Narcotic
Enforcement
Team**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) to establish the Yolo Narcotic Enforcement Team (hereinafter YONET or Task Force) is entered into by the following participating agencies:

**Davis Police Department
West Sacramento Police Department
Winters Police Department
Woodland Police Department
University of California, Davis (UCD) Police Department
Yolo County Sheriff's Department
Yolo County District Attorney's Office
Yolo County Probation Department
California Highway Patrol (Woodland Detachment)**

I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to YONET. This memorandum is not intended to be a formal contract, but rather an expression of understanding to facilitate inter-agency cooperation amongst the Yolo County law enforcement agencies related to the investigation of illegal narcotics and related crimes.

II. MISSION

YONET will endeavor to effectively and cooperatively enforce laws relating to; the possession, manufacturing or sales of illegal narcotics and controlled substances and related crimes such as: the possession, sale and manufacturing of illegal weapons and firearms; organized crime; burglary/theft and the buying or selling of stolen property or contraband; and human trafficking. In doing so, the Task Force will facilitate well-coordinated law enforcement efforts from a County perspective and increase the flow of crime-related intelligence information between the various local law enforcement agencies.

III. TASK FORCE COUNCIL

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

Participating Agency - A "Participating Agency" is an allied state, federal or local law enforcement agency where the agency's department head has made a commitment of resources and/or personnel staffing to the Task Force.

Supervising Agency A "Supervising Agency" is an allied state or local law enforcement agency that has made a commitment of providing direct supervision and managerial oversight of YONET for an agreed upon time period. The Task Force Council is responsible for appointing the "Supervising Agency."

Task Force Council – The "Task Force Council" consists of the department head, or their designee, of each participating agency.

- The Task Force Council shall meet on a regular basis for the purpose of reviewing the activities of YONET, which includes final adoption of YONET policies and operating procedures, and the periodic review and evaluation of YONET operations, goals, and objectives. Regular meetings will generally occur when the Yolo County Law Enforcement Administrator's Coordinating Council (LEACC) meets. The LEACC Chairperson will also serve as the Task Force Council Chairperson.
- Each member of the Task Force Council shall have an equal vote in the conduct of its business. Five Task Force Council members will constitute a quorum. When the Council votes on a matter, the outcome of a vote will be determined by the majority of those present with voting powers. In urgency situations, the Chairperson or designee may conduct a telephone poll of the Council Members to resolve an issue.

IV. SUPERVISING AGENCY

The Task Force Council will appoint a single participating agency as the supervising agency. The supervising agency is then responsible for providing a sworn supervisor/sergeant, in lieu of an officer/agent (as listed in Section X), to the Task Force. Neither the City of Winters nor the California Highway Patrol shall be eligible to serve as the Supervising Agency.

The technical and functional supervision and management of YONET's resources and personnel will be the responsibility of the Supervising Agency. The department head of the supervising agency will serve as the liaison between the Task Force and the Task Force Council. The supervising agency will supervise operational assignments for YONET personnel, as well as coordinate personnel complaint investigations, personnel matters, and equipment issues with the employing agency(s) of the involved personnel. In the event the Supervising Agency is dissatisfied with the participation of an individual assigned to the Task Force for any reason, the Supervising Agency will give written notice to the Task Force Council Chairperson and to the affected agency that YONET is excusing that individual and requesting a replacement employee to be assigned by that agency.

V. TASK FORCE COMMANDER

The Task Force Commander is appointed by the Task Force Council and is responsible for the regular supervision of YONET activities. The Task Force Commander will report to their department head, who will report to the Task Force Council. The Task Force Commander will provide the Task Force Council with monthly and annual reports of YONET activities.

VI. COMPENSATION FOR TASK FORCE STAFF

Each participating agency is responsible for all costs and employment terms applicable to its own staff assigned to the Task Force (such as wages including overtime, benefits, grievance and disciplinary procedures, etc.) in accordance with their own regulations and applicable MOU's.

The Supervising Agency will bear the annual cost of its assigned Task Force sworn supervisor/sergeant to the level it would incur if it were assigning an agent/officer. The difference between that annual amount and the annual total compensation amount (wages and benefits) actually incurred by the Supervising Agency in assigning a sworn supervisor/sergeant (the "Supervisor Expense") will be paid as follows: (1) \$500 per year by the City of Winters, (2) \$0 by the California Highway Patrol, and (3) the balance will be shared equally among the remaining participating agencies. The Supervising Agency will determine the total compensation difference, including any changes in compensation, and invoice each participating agency as specified above. The first invoice will cover the time period from adoption of this agreement to June 30, 2019. Thereafter, annual invoices will be sent each July for subsequent fiscal years. Participating agencies agree to pay the invoice amount within 30 days of receipt.

VII. BUDGET AND PAYMENT FOR TASK FORCE OPERATIONS

The District Attorney's Office, working in cooperation with the supervising agency, will prepare a proposed budget for the ensuing fiscal 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.

VIII. TRAINING

Departmental training requirements are handled by participating agencies. POST certified Task Force related training shall be funded by the individual participating agencies in as much as POST makes training cost reimbursements to those agencies. This would reduce the unnecessary use of YONET budget funds. A yearly training plan for all task force personnel, sworn and non-sworn, shall be prepared upon their assignment to the task force by the Task Force Commander. In addition, a yearly group training plan shall be prepared and submitted with the task force yearly budget proposal.

VIX. ANNUAL REPORT

The Task Force Commander will provide the Task Force Council with an annual report of activity no later than March 15 of each year. This report will summarize the proceeding 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 operational funding as indicated below, and to endeavor to contribute the following personnel and/or resources to YONET in each year of this agreement.

Davis Police Department

One Police Officer

Operational funds *

Standard complement of safety equipment

Woodland Police Department

One Police Officer

Operational funds *

Standard complement of safety equipment

UC Davis Police Department

One Police Officer

Operational funds *

Standard complement of safety equipment

Yolo County District Attorney's Office

One-Half DA Enforcement Officer

One Investigator

Operational Funds *

Standard complement of safety equipment (2)

Winters Police Department

Operational funds **

West Sacramento Police Department

One Police Officer

Operational funds *

Standard complement of safety equipment

Yolo County Sheriff's Department

One Sheriff's Deputy

Operational funds *

Standard complement of safety equipment

CHP, Woodland Detachment

One Police Officer

Standard complement of safety equipment

Yolo County Probation Department

One Probation Officer

Operational funds *

Standard complement of safety equipment

* Each full-share, participating agency will provide an equal share of the operational funds upon approval of the budget by the Task Force Council. Additionally, each participating agency will compensate the supervising agency as specified in section VI of this agreement.

** Winters Police Department will provide an amount determined by the Winters City Council.

XI. FACILITIES, EQUIPMENT & PROPERTY

Any equipment purchased with task force or seized funds which are damaged, broken, misplaced, lost or stolen, through gross negligence or, wrongful act/omission of an officer or agent assigned to YONET, shall be repaired or replaced by the agency of the responsible employee at the determination of the Supervising Agency.

With respect to facilities, the cost listed below will be determined by the Task Force Council:

1. Lease of office space
2. Telephone monthly, local, ATSS, and long distance charges.
3. Telephone equipment.
4. Fax line.
5. Alarm equipment including maintenance and monitoring.
6. Evidence storage and alarm security.
7. CLETS machine on single or county line. (Yolo County Sheriff's Department)

XII. ASSET FORFEITURE

Proceeds derived from asset forfeiture, under state or federal law, initiated in the course of investigations conducted by YONET, will be used equitably among member agencies, as determined by the Task Force Council by majority vote.

XIII. ADMINISTRATION AND AUDIT

Any and all records pertaining to YONET expenditures shall be readily available for examination and audit by the Task Force Council. 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

Upon the change of Task Force Commander, and/or Supervising Agency, an audit of the controlled substance evidence, undercover funds, weapons and specialized equipment shall be performed. Copies of the inspection report will be delivered to the new Task Force Commander, the Supervising Agency, and the Task Force Council.

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.

XVI. RESPECTIVE RESPONSIBILITIES

For the purpose of indemnification, each participating agency of YONET 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 YONET, subject to any applicable rules adopted by the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA). Personnel assigned to YONET 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. The signing police chiefs and the Sheriff consent to any peace officer assigned to the Task Force being able to exercise the powers of a peace officer in their respective 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 YONET manual, which is specific in content to the needs, objectives and goals of YONET.

XVIII. DISBANDMENT

YONET may be terminated by a majority vote of the Task Force Council. Also, when the number of law enforcement personnel from participating agencies drops below four, YONET may be terminated by a majority vote of the agencies that have personnel actively assigned to the Task Force.

In such cases of disbandment, any balance of the facilities' lease agreement (or any contractual agreement) will be shared on a pro-rata basis by the participating agencies in this MOU, or paid with any asset forfeiture funds.

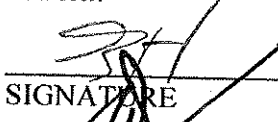
XIX. TERM OF AGREEMENT

The terms of this agreement shall be effective upon the signatures of all parties through June 30, 2021. YONET will only be responsible for financial obligations incurred by task force participating agencies during the term of this agreement.


Participation in the Task Force may be terminated or cancelled by any party at any time upon thirty (30) day written notice. Unless the Task Force is disbanded and assets are distributed to each participating agency, an agency that terminates participation prior to the end of this agreement forfeits any rights to distribution of Task Force assets and will continue to pay their operational funds that are due until the time they actually cease participation in the Task Force.

XX. AUTHORIZATION


The participating department heads have executed this MOU on the respective dates indicated below. This MOU shall be forwarded to the participating department head, and will become effective upon the signatures of all parties. All future amendments must be forwarded to the Task Force Council for approval and will become effective on the specific date agreed upon by the council.


 SIGNATURE DATE 6-26-18


Darren Pytel Davis PD
 CHIEF AGENCY


 SIGNATURE DATE 7-5-18

Thomas McDonald West Sacramento PD
 CHIEF AGENCY


 SIGNATURE DATE 7/10/18

John Miller Winters PD
 CHIEF AGENCY


 SIGNATURE DATE 6-28-18

Luis Soler Woodland PD
 CHIEF AGENCY


 SIGNATURE DATE 6-26-18


Joe Farrow UCD PD
 CHIEF AGENCY


 SIGNATURE DATE

Ed Prieto Yolo Co. Sheriff's Office
 SHERIFF AGENCY


 SIGNATURE DATE 6/22/18

Jeff Reisig Yolo Co. DA's Office
 DISTRICT ATTORNEY AGENCY


 SIGNATURE DATE 8/13/18

Brent Cardall Yolo Co. Probation
 CHIEF AGENCY


 SIGNATURE DATE 6/28/18

SCOTT LOSO Woodland CHP
 COMMANDER AGENCY