

RESOLUTION NO. 2002-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
APPROVING ONE ADDITIONAL DETECTIVE POSITION
TO BE ASSIGNED TO THE
CALIFORNIA MULTI-JURISDICTIONAL METHAMPHETAMINE ENFORCEMENT
TEAM (CAL-MMET) AND APPROVING A MEMORANDUM OF UNDERSTANDING**

WHEREAS, during this year's budget, the Governor's Office of Criminal Justice Planning (OCJP) received authorization from the Governor's Methamphetamine Initiative to distribute \$60 million dollars over a three-year period for front line law enforcement agencies participating in the CAL-MMET; and

WHEREAS, Elk Grove has been invited to participate in CAL-MMET and CAL-MMET agrees to assume all costs for task force personnel and provide all required equipment including vehicles;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Elk Grove, California hereby:

1. Approves the request by the Chief of Police for an additional detective position with Sacramento County and to direct that this position be assigned to the CAL-MMET task force; and
2. Approves the Memorandum of Understanding, attached hereto as Exhibit A, regarding the CAL-MMET, Sacramento task force.

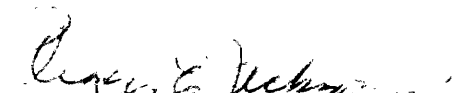
PASSED AND ADOPTED by the City Council of the City of Elk Grove, California, this 9th day of January, 2002.



MICHAEL P. LEARY, Mayor of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:



Peggy E. Jackson, City Clerk



Anthony Manzanetti, City Attorney

AYES: Scherman,
Briggs, Soares
NOES: None
ABSTAIN: Leary, Cooper
ABSENT: None



California Multi-Jurisdictional Methamphetamine Enforcement Team

**California Multi-Jurisdictional
Methamphetamine
Enforcement Team
(CAL-MMET)**

711 G Street
Sacramento, CA 95814
(916) 875-5456
Fax (916) 875-8855

CAL-MMET Executive Board

Chairperson of the Board
Sheriff Lou Blanas
Sacramento County Sheriff's
Department

Executive Board Member
Sheriff Richard Pierce
Fresno County Sheriff's
Department

Executive Board Member
Sheriff Carl Sparks
Kern County Sheriff's
Department

Executive Board Member
Sheriff Baxter Dunn
San Joaquin County Sheriff's
Department

Executive Board Member
Sheriff Les Weidman
Stanislaus County Sheriff's
Department

Executive Board Member
Sheriff Bill Wittman
Tulare County Sheriff's
Department

CAL-MMET Program Director

Captain Bill Kelly
Sacramento County Sheriff's
Department

Assistant Program Director

Lieutenant Bob Lozito
Sacramento County Sheriff's
Department

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the following participating agencies:

Police Departments: Citrus Heights, Elk Grove, Folsom, and Sacramento

Sheriffs' Departments: Sacramento

District Attorney's Offices: Sacramento

Probation Department: Sacramento

State of California: Highway Patrol

PURPOSE

The purpose of this MOU is: (1) to outline the mission and procedures of the CAL-MMET, Sacramento, Task Force (hereinafter referred to as "Task Force"), and (2) to formalize relationships between the participating agencies, and (3) to coordinate efforts of investigations and prosecution with the Central Valley High Intensity Drug Trafficking Area (CV HIDTA).

MISSION

The California Multi-Jurisdictional Methamphetamine Enforcement Teams program is designed to combat the production and distribution of methamphetamine and the related chemical compounds and precursors. The program does recognize the many traffickers and offenders involved in a poly-drug culture, which may cause an overlap in enforcement efforts. The CAL-MMET Program specifically does not require a reduction in other drug enforcement strategies. Additionally, the Task Force will target other problems in the respective jurisdictions to aggressively reduce and ultimately remove methamphetamine and the criminal element involved in the trafficking, manufacturing, and sales of the illegal substance within the greater Sacramento Region. Far-reaching effects include a wide variety of criminal activities such as business and residential burglaries, assaults, home invasions, child abuse/ endangerment, and other illegal narcotics trafficking. The mission of the Task Force will be to arrest and successfully prosecute individuals engaged in these criminal pursuits, thus creating a safer community for the greater Sacramento Region. To that end, the participating agencies agree on this Memorandum of Understanding (MOU) and execute this document concerning the formation of, and participation in the Task Force. The participating agencies jointly and separately agree to

abide by the terms and provisions of this MOU throughout the duration of the CAL-MMET program.

GOALS

The Task Force will: 1) identify, investigate, arrest and assist in the prosecution of individuals who commit methamphetamine related crimes; 2) similarly target those individuals who are suspected of being currently engaged in methamphetamine criminal activity, or who demonstrate a propensity to do so; 3) surveillance of suspected methamphetamine related individuals and groups, to establish probable cause to arrest them; 4) maintain communications with the participating agencies and the CAL-MMET Headquarters Staff to realize maximum effective use of the Task Force's resources and minimize the chances of damage or interference with any other program; 5) coordinate these efforts with allied agencies who request assistance while working toward similar targets or goals; 6) provide education to the public, business representatives, and law enforcement officers relative to current criminal trends and prevention techniques; and 7) provide additional education to CAL-MMET officers relative to methamphetamine enforcement and investigative techniques.

PROCEDURES

The Sacramento County Sheriff's Department will assign a captain, a lieutenant and additional staff to administer the entire CAL-MMET program. The Task Force will be managed by a full-time Sacramento County Sheriff's Department lieutenant who will assign sergeants to provide immediate supervision as well as detective personnel and support staff. The Task Force will include personnel from local agencies who have expressed a desire to participate as members of the Task Force. The staffing requirements of the Task Force will fluctuate according to the number of persons each agency is able to provide. The Task Force will be provided a dedicated Deputy District Attorney assigned to handle the vertical prosecution of the court cases generated by the Task Force personnel.

Targets of the program will include those individuals who are candidates for vertical prosecution at either the state or federal level.

Targets will be selected by:

1. Screening and identifying leaders of organized groups.
2. Screening of wanted subjects.
3. Identification of individuals by law enforcement agencies within the local, state, and federal arenas
4. Analysis and other methodology.

COMPOSITION OF THE TASK FORCE

The Task Force will initially consist of sworn law enforcement officers/agents from each of the following agencies: Sacramento County Sheriff's Department (SSD), Sacramento Police

— Department (SPD), Sacramento County Probation Department (SCPD), Folsom Police Department (FPD), Citrus Heights Police Department (CHPD), Elk Grove Police Department (EGPD), Sacramento County District Attorney's Office (SCDA), and California Highway Patrol (CHP). Each agency agrees to provide at least (1) officer/deputy. It is understood that other agencies that subsequently join the Task Force may participate on a full-time or part-time basis. The names of these agencies will be added to the list on page one of this MOU.

POLICY AND DIRECTION

The policy and direction of the Task Force will be consistent with and governed by the Mission, Goals and Procedures statements of this document. Direction of field investigative personnel will be administered by the Sacramento County Sheriff's Department and shall not be outside the scope of the policies and procedures of the participating agencies.

CONFIDENTIAL INFORMATION

It is understood that any confidential information relating to investigations or proprietary business systems, processes, or information will only be shared with participating Task Force members or other law enforcement agencies having a "need to know."

LOCATION

— The Task Force will operate from physical space leased by the Sacramento County Sheriff's Department. The Sacramento County Sheriff's Department agrees to provide office space, equipment and supplies necessary to carry out the administrative operation of the Task Force. CAL-MMET provides funding to be used for facilities requirements.

PROGRAM DIRECTOR

Program coordination will be administered by a captain assigned to the Narcotics Investigations Division of the Sacramento County Sheriff's Department, and dedicated to the oversight of CAL-MMET.

SUPERVISION/MANAGEMENT

Supervision of the personnel assigned to the Task Force will be the responsibility of a Sacramento County Sheriff's Lieutenant assigned to the Narcotics Investigations Division within the Sacramento County Sheriff's Department. The lieutenant, along with team sergeants, will determine the assignment of activities; will review all reports; and will reserve the authority to approve or deny requests for overtime.

RESOURCES

— **• Support •** CAL-MMET agrees to make available its resources in support of this program.

- **Vehicles** - CAL-MMET will supply vehicles for its participating personnel. The Sacramento County Sheriff's Department will provide parking space.
- **Communication Equipment** - CAL-MMET will provide the Task Force with computers, portable radios, pagers and cellular phones, if required.
- **Safety Equipment** - CAL-MMET will ensure that any representative assigned to the Task Force has all necessary safety equipment. Each agency will supply weapons for their respective personnel.

EVIDENCE/SEIZURE FORFEITURE

Seized evidence will be handled in a manner consistent with the law enforcement agency's policy in the jurisdiction in which the evidence is seized. Any evidence seized by the Task Force and not returned to an identified victim will be distributed on an equitable basis to all signers, and current participants of this MOU once the evidence has cleared judicial review. All property distributions will be recorded and an annual report of such distributions shall be provided to all agencies.

PERSONNEL AND ADMINISTRATIVE MATTERS

- **Compensation** - CAL-MMET agrees to assume all personnel costs for Task Force personnel. Personnel costs include salaries, fringe benefits and overtime. State and Federal agencies will be provided equipment and training but no personnel reimbursement due to restrictions set by Office of Criminal Justice Planning (OCJP).
- **Shooting Investigations** - In the event of a shooting incident, it is agreed that the department in whose jurisdiction the shooting occurred will conduct the primary shooting investigation. The effected agencies may also conduct their own parallel investigations regarding the shooting according to their own policies and guidelines.
- **Records and Reports** - All Task Force investigative records will be maintained at the Sacramento County Sheriff's Department. Agency representatives are expected to forward copies of their reports to their agencies. Monthly reports and summaries of investigations and arrests by Task Force personnel will be prepared by the Task Force Manager or his/her designee, and furnished to all participating agencies. All investigative information will be available to each of the participating law enforcement agencies.

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- **Prosecution** - When necessary, case-by-case analysis will be performed on each potential prosecution (with conferral with the U.S. Attorney's office and the District Attorney's Office) to determine whether the case will be prosecuted at the State or Federal level. The criteria for the decision will be based upon which court system would be of greatest benefit to the overall objective of the Task Force, and upon the guidelines and policies of the prosecutorial agencies.

- **Media Relations** - In cases of significant public interest, joint press releases may be made. Information regarding routine apprehensions may be furnished to the press by the Sacramento County Sheriff's Department and each agency's Press Information Officer will be notified.

- **Liability** - Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any agency, or any of its agents, officers, or employees in it's, or their performance hereunder.

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It is the intent of the parties hereto that, where negligence is determined, the principles of comparative fault will be followed and each party shall bear the proportionate contributions of any loss, damage, expense and liability attributable to a finding of that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

- **Non-waiver** - Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

- **Modification** - No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof.

- **Counterparts** - This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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• **Captions** - The headings or captions to the Articles of this MOU are not a part of the MOU and shall have no effect upon the construction or interpretation of any part thereof.

• **Severability** - If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

• **Ambiguities** - The parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any other party.

• **Governing Law** - The interpretation and enforcement of the MOU shall be governed by the laws of the State of California, and where applicable, by federal law. The parties agree to submit any disputes arising under the MOU to a court of competent jurisdiction located in Sacramento, California.

• **Terms of Agreement** - It is agreed that this MOU will be in force from the date of the last agency signing this document. The portion of the MOU relating to a specific agency may be terminated at any time by a participating agency delivering a written notice of termination to the other participating agencies. An agency's termination of their involvement in the Task Force will not negate the continuing agencies' participation and agreement under the existing MOU.

• **Integration** - This MOU embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties with the exception of contracts assigned pursuant to the issuance of grant funds.

By affixing your signature, you are agreeing to all terms and conditions contained within this Memo of Understanding.

_____ Dated: _____
Captain Bill Kelly, CAL-MMET Program Director

_____ Dated: _____
Captain Ed Flint, Chief of Police
City of Elk Grove Police Department