

TO: James L. App, City Manager
FROM: Dennis J. Cassidy, Chief of Police
SUBJ: Narcotics Task Force Interagency Agreement
DATE: June 15, 1999

NEEDS: For the City Council to consider renewing the Narcotics Task Force Interagency Agreement for the term of July 1, 1999 through June 30, 2002.

- FACTS:**
1. The current interagency agreement between the City of Paso Robles and the Narcotics Task Force expires June 30, 1999.
 2. The City of Paso Robles currently participates in the Narcotics Task Force by assigning one officer full time.
 3. Our participation in the Narcotics Task Force is a benefit to our community and the County of San Luis Obispo.
 4. The multi-agency task force approach to narcotics enforcement greatly enhances our ability to conduct narcotics enforcement activities.
 5. The City of Paso Robles has been involved with the Narcotics Task Force since 1982.

ANALYSIS & CONCLUSION: The revised agreement (see attached) was prepared with input from all participating agencies and will ensure the continuation of an organized undercover narcotics enforcement effort within the City of Paso Robles. Our previous experience with the Narcotics Task Force has been extremely positive and productive.

POLICY REFERENCE: None.

FISCAL IMPACT: Continuing commitment of one officer full time at an estimated cost of \$68,000 per year

- OPTIONS:**
1. Adopt a resolution renewing the Narcotics Task Force Agreement for the term of July 1999 - June 2002.
 2. Amend, modify or reject the above option.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES AUTHORIZING
THE MAYOR TO EXECUTE THE INTERAGENCY AGREEMENT
BETWEEN THE CITY OF EL PASO DE ROBLES AND THE
SAN LUIS OBISPO COUNTY NARCOTICS TASK FORCE**

WHEREAS, the City is currently participating in the Narcotics Task Force and has an officer assigned there, and;

WHEREAS, participation in the Narcotics Task Force provides enhanced resources and abilities in conducting narcotics enforcement activities in and around our community;

NOW, THEREFORE, BE IT HEREBY RESOLVED the City Council of the City of El Paso de Robles does hereby authorize the mayor to execute the interagency agreement between the City of El Paso de Robles and the San Luis Obispo County Narcotics Task Force.

APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 15th Day of June, 1999 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Duane J. Picanco, Mayor

Attest:

Cindy Pilg, Deputy City Clerk

SAN LUIS OBISPO COUNTY
NARCOTIC TASK FORCE

**MEMORANDUM
OF
UNDERSTANDING**

SAN LUIS OBISPO COUNTY NARCOTIC TASK FORCE

Memorandum of Understanding

Table of Contents

Memorandum of Understanding.....	1
I. Purpose.....	1
II. Mission	1
III. Board of Governors	1
A. Participating Agency.....	2
B. Structure	2
C. Role.....	2
D. Board Chairman	2
E. Policy Authority.....	2
F. Votes of Board.....	2
IV. Management	2
V. Task Force Commander.....	2
VI. Compensation.....	3
VII. Budget	3
VIII. Training	3
IX. Annual Report.....	3
X. Resources	3
XI. Facilities, Equipment and Property	3
XII. Asset Forfeiture.....	4
XIII. Administration and Audit.....	5

XIV. Inspection Process 5

XV. Non-Discrimination Clause 5

XVI. Respective Responsibilities..... 5

XVII. Policy and Procedure Manual..... 5

XVIII. Term of Agreement..... 6

XIX. Authorization..... 6

XX. Signatures 7

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) to establish the San Luis Obispo County Narcotic Task Force is entered into by the California Bureau of Narcotic Enforcement (hereinafter BNE) and the following participating agencies:

County of San Luis Obispo
City of Arroyo Grande
City of Atascadero
City of Grover Beach
City of Paso Robles
City of Pismo Beach
City of San Luis Obispo
California Polytechnic State University, San Luis Obispo
California Highway Patrol

I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to the San Luis Obispo County Narcotic Task Force. 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 San Luis Obispo County Narcotic Task Force will be targeting their investigations toward the apprehension of major violators. Use of this task force concept is intended to ensure well-coordinated narcotic enforcement regionally and increase the flow of narcotic-related intelligence information between the various law enforcement agencies participating in the BNE Task Force program.

II. MISSION

The mission of the San Luis Obispo County Narcotic Task Force will be to significantly diminish the availability and use of illegal drugs in the County of San Luis Obispo and within the boundaries designated by each participating agency or city, and apprehend the responsible offenders, thereby increasing public safety.

III. BOARD OF GOVERNORS

The San Luis Obispo County Narcotic Task Force will be governed by a "Board of Governors".

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

Structure - The Board of Governors will consist of the Senior Special Agent in Charge (SSAC) or Special Agent in Charge (SAC) of the Los Angeles (LA) BNE regional office or their designee and the department heads of each participating agency or their designee.

Role - The Board of Governors shall meet on a quarterly basis for the purpose of reviewing the activities of the San Luis Obispo County Narcotic Task Force. Also, the members shall have general responsibility for the oversight of the San Luis Obispo County Narcotic Task Force operations.

Board Chairman - One member of the Board of Governors shall be elected as Chairman and serve for a one year term. The BNE Special Agent in Charge shall not serve as Chairman.

Policy Authority - The Board of Governors shall be responsible for the San Luis Obispo County Narcotic Task Force policies and operating procedures. The Board shall periodically review and evaluate the San Luis Obispo County Narcotic Task Force operations, goals, objectives, policies and procedures.

Votes of Board - Any action taken by the Board of Governors shall be taken a majority in attendance provided a quorum exists.

IV. MANAGEMENT

The management and supervision of the Task Force'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 San Luis Obispo County Narcotic Task Force. When the number of law enforcement personnel from participating agencies drops below four, BNE may terminate the MOU. When the number of law enforcement personnel from participating agencies is over nine, BNE may add a second Special Agent Supervisor (SAS).

V. TASK FORCE COMMANDER

A SAS from BNE shall be responsible for managing the San Luis Obispo County Narcotic Task Force and will report to the Board of Governors through the Chairperson of the Board. The Task Force Commander will provide the Board of Governors with monthly and annual reports of the San Luis Obispo County Narcotic Task Force activities. Any personnel assigned to the San Luis Obispo County Narcotic Task Force shall adhere to the published policies and procedures of the San Luis Obispo County Narcotic Task Force.

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 Board of Governors) for the ensuing fiscal/calendar year for approval by the Board of Governors. A monthly report of expenditures shall accompany the monthly statistics report submitted to the Board of Governors 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 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 Board of Governors and BNE Headquarters 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 Board to reassess task force goals and objectives.

X. RESOURCES

The participating agencies understand that the changing criminal activity and fiscal resources will require flexibility in both the tasks and the structure of the Task Force. Therefore, participation in and responsibility for personnel resources and equipment will be determined on an annual basis through the adoption of the Task Force budget by the Board of Governors and in conjunction with the budget processes of the participating agencies.

XI. FACILITIES, EQUIPMENT & PROPERTY

When the number of law enforcement personnel from participating agencies drops permanently below four, BNE may terminate the MOU. In such cases, 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.

Any and all property, including equipment, furniture, furnishings of whatever kind or description, purchased or acquired with DOJ funds shall be the property of DOJ and 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 the San Luis Obispo County Narcotic Task Force, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Commander.

With respect to facilities, all of the following items will be paid for by BNE:

1. Lease of office space.
2. Monthly, local, ATSS, and long distance charges for existing telephone lines
4. Utilities included in lease.
5. Alarm equipment including maintenance and monitoring.
6. CLETS machine on single or county line.
7. Janitorial services (unless included in full-service lease).
8. Landscape services (unless included in full-service lease).
9. Purchase and installation of at least one personal computer, printer and modem which is compatible with DOJ's MAPPER/GroupWise system.

XII. ASSET FORFEITURE

It shall be the responsibility of the Task Force to investigate those asset forfeiture seizures initiated within the County of San Luis Obispo under Section 11470 of the California Uniform Controlled Substances Act and 21 United States Code 881. Such seizures will then be deposited in accounts maintained in a Task Force interest bearing account. Expenditures of proceeds derived from such seizures after disposition shall be authorized by majority vote of the Board of Governors in compliance with 11489 of the California Uniform Controlled Substances Act and/or federal guidelines.

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 San Luis Obispo County Narcotic Task Force expenditures shall be readily available for examination and audit by BNE 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 BNE to maintain a formal administrative inspection program. This program requires inspections of each BNE supervised regional task force once every eighteen (18) months or as necessary, with follow-up inspections within six (6) months. Copies of the inspection report will be delivered to the regional office SAC and the Task Force Commander.

At change of command, an audit of the controlled substance evidence, undercover funds, weapons and specialized equipment shall be performed.

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 the San Luis Obispo County Narcotic Task Force 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 San Luis Obispo County Narcotic Task Force. Personnel assigned to the San Luis Obispo County Narcotic Task Force 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 the San Luis Obispo County Narcotic Task Force manual, which is specific in content to the needs, objectives and goals of the San Luis Obispo County Narcotic Task Force.

XVIII. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 1999 through June 30, 2002. Any participating agency shall be able to withdraw from this agreement by notice in writing to the Board of Governors Chairperson and such withdrawal shall be effective 90 days after such notification. An extension of this MOU will be granted pursuant to the signed agreement of the Board of Governors. The San Luis Obispo County Narcotic Task Force 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 will become effective upon receipt by the BNE headquarters of the original MOU with all its attachments. All future amendments must be forwarded to headquarters and will become effective upon receipt.

XX. SIGNATURES

County of San Luis Obispo Representative Date

City of Arroyo Grande Representative Date

City of Atascadero Representative Date

City of Grover Beach Representative Date

City of Paso Robles Representative Date

City of Pismo Beach Representative Date

City of San Luis Obispo Representative Date

California Polytechnic State University,
San Luis Obispo Representative Date

California Highway Patrol Representative Date

State of California
Bureau of Narcotic Enforcement Representative Date