

TO: James L. App, City Manager
FROM: Lisa Solomon, Chief of Police
SUBJECT: Narcotics Task Force Interagency Agreement
DATE: March 4, 2007

NEEDS: For the City Council to consider renewing the Narcotics Task Force (NTF) Interagency Agreement for an indefinite term, beginning July 1, 2007.

- FACTS:**
1. The current interagency agreement between the City of Paso Robles and the Narcotics Task Force expires March 1, 2008.
 2. Previous NTF agreements have been reviewed and approved by the City Attorney, and no substantive changes have been made to the newly proposed MOU.
 3. Work on a revised Narcotics Task Force agreement began in early 2007 in order to have sign-off completed by all twelve (12) participating agencies and the Department of Justice within the contract expiration period; therefore, the new agreement has a beginning effective date of July 1, 2007 once executed.
 4. The City of Paso Robles currently participates in the Narcotics Task Force by assigning one officer full time.
 5. Our participation in the Narcotics Task Force is a benefit to our community and the County of San Luis Obispo.
 6. The multi-agency task force approach to narcotics enforcement greatly enhances our ability to conduct narcotics enforcement activities.
 7. 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 annual cost of \$114,973

OPTIONS:

- a. Adopt Resolution No. 08-xx authorizing the Police Chief to renew the Narcotics Task Force Agreement for an indefinite term, effective July 1, 2007.
- b. Amend, modify, or reject the above option.

RESOLUTION NO. 00-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE
INTERAGREEMENT BETWEEN THE CITY OF PASO 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 that the City Council of the City of El Paso de Robles
does authorize the Chief of police to execute the Interagency Agreement between the City of El Paso de
Robles and the San Luis Obispo County Narcotics Task Force.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 4th day of March 2008 by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank R. Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

SAN LUIS OBISPO COUNTY
NARCOTIC TASK FORCE

**MEMORANDUM
OF
UNDERSTANDING**

Effective July 1, 2007

SAN LUIS OBISPO COUNTY NARCOTIC TASK FORCE

Memorandum of Understanding

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**SAN LUIS OBISPO COUNTY NARCOTIC TASK FORCE
MEMORANDUM OF UNDERSTANDING**

I. PARTICIPATING AGENCIES

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

- California Polytechnic State University, San Luis Obispo – Police Department
- California Department of Corrections and Rehabilitation-Parole & Community Services Division
- City of Arroyo Grande – Police Department
- City of Atascadero – Police Department
- City of Grover Beach – Police Department
- City of Paso Robles – Police Department
- City of Pismo Beach – Police Department
- City of San Luis Obispo – Police Department
- County of San Luis Obispo District Attorney’s Office
- County of San Luis Obispo Department of Social Services, Child Welfare Services
- County of San Luis Obispo Probation Department
- County of San Luis Obispo – Sheriff’s Department

II. 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 all levels of 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.

III. 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 San Luis Obispo County areas and surrounding jurisdictions, and apprehend the responsible offenders, thereby increasing public safety.

IV. BOARD OF GOVERNORS

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

- A. Participating Agency** – A “Participating Agency” is an allied local, state, or federal law enforcement agency that has made a commitment of significant resources or personnel for an agreed upon time period.
- B. 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 Regional Office (LARO) of the Bureau of Narcotic Enforcement or their designee, and the department heads of each participating agency or their designee.
- C. Role** – The Board of Governors shall meet on a bi-monthly basis for the purpose of reviewing the activities of the San Luis Obispo County Narcotic Task Force. Also, the participants shall have a general responsibility for the oversight of the San Luis Obispo County Narcotic Task Force operations.
- D. Board Chairman** – One participant of the Board of Governors shall be elected as the Chairperson and serve for a minimum of one year term. Unless otherwise assigned, in the absence of the Chairperson the immediate past Chairperson will act as the Chairperson for purposes of Board of Governor Meetings and other duties of the chairperson. The BNE Senior Special Agent in Charge/Special Agent in Charge shall not serve as the Chairperson.
- E. 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.
- F. Votes of Board** – Any action taken by the Board of Governors shall be by a majority in attendance provided a quorum (greater than 50%) of participating agencies are represented at the meeting.

V. MANAGEMENT

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

VI. TASK FORCE COMMANDER

A Special Agent Supervisor from BNE shall be assigned as the Task Force Commander and will be responsible for managing and supervising the San Luis Obispo County Narcotic Task Force. The Task Force Commander will be under the direct supervision of the BNE Los Angeles Regional Office Senior Special Agent in Charge or Special Agent in charge, and 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 adopted policies and procedures of the San Luis Obispo County Narcotic Task Force.

VII. COMPENSATION

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

VIII. 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 year for approval by the Board of Governors. The fiscal year will begin on July 1 and end on June 30. A monthly report of expenditures shall accompany the monthly activity & statistical report submitted by the Task Force Commander to the Board of Governors as outlined in the Policy & Procedure Manual.

IX. TRAINING

Training of personnel assigned to the Task Force is the responsibility of each participating agency according to their agency budgets. A specialized training plan for all Task Force personnel shall be prepared upon their initial assignment to the Task Force. For assigned law enforcement officers, the minimum mandatory training required shall be basic narcotics school, basic lab school and basic weapons training.

X. 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 of Governors to reassess task force goals and objectives.

XI. PARTICIPATING AGENCY RESOURCES

The participating agencies understand that the changing criminal activities as well as 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, in conjunction with the budget processes of the participating agencies.

Participating agencies agree to either assign personnel or contribute a minimum of \$20,000 operating funds annually to the Task Force. The Board of Governors may approve deviations from this minimum contribution.

The contributions of personnel and/or resources by each participating agency are listed in Appendix A.

XII. SUPPORTING AGENCIES

With approval by the Board of Governors, other agencies and/or organizations may be designated as a Supporting Agency to the San Luis Obispo Narcotic Task Force. These agencies generally offer limited support and assistance to the San Luis Obispo Narcotic Task Force but not to the same level as Participating Agencies. Supporting Agencies will not have a vote on the Board of Governors or be a signatory to the San Luis Obispo Narcotic Task Force MOU. The list of supporting agencies is contained in Appendix B.

XIII. FACILITIES, EQUIPMENT & PROPERTY

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

Any and all property, including equipment, furniture, or furnishings 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 funds (whether through budgeted or seized assets) that is damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, omission of an officer or agent assigned the San Luis Obispo County Narcotic Task Force, or involvement in a traffic collision, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Commander with concurrence from the Board of Governor Chairperson.

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.
3. Utilities (unless included in full-service lease).
4. Alarm equipment, maintenance and monitoring.
5. CLETS machine on a single or county line.
6. Janitorial services (unless included in full-service lease).
7. Landscape services (unless included in full-service lease).

XIV. ASSET FORFEITURE

It shall be the responsibility of the Task Force to investigate asset seizures initiated by the Task Force pursuant to Section 11470 of the California Health and Safety Code and 21 United States Code 881. Such seizures will then be deposited in interest bearing accounts when appropriate. 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 Health and Safety Code and/or federal guidelines.

In the case of joint investigations involving both Task Force and non-Task Force resources from other law enforcement agencies that result in the seizure of assets, the involved agencies (including the Task Force) will negotiate an equitable share of the asset forfeiture proceeds to reflect the proportionate contribution of resources from each agency dedicated to the investigation. For state forfeitures, if the Task Force and other involved agencies cannot agree to an equitable distribution, the District Attorney of San Luis Obispo County shall be the decisive arbitrator of an equitable distribution based on the District Attorney's determination of the proportionate contribution of resources from the Task Force and the other agencies involved. For federal forfeitures, the lead federal agency's sharing policies and procedures shall prevail.

XV. ADMINISTRATION AND AUDIT

In no event shall the participating 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.

XVI. 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 as needed within six (6)

months. Copies of the inspection report will be delivered to the Senior Special Agent in Charge or Special Agent in Charge of the BNE-LARO and the Task Force Commander. The Senior Special Agent in Charge or Special Agent in Charge shall forward a copy of the inspection report and response to the Chairperson of the Board of Governors.

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

XVII. 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.

XVIII. 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 officers(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 to same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

XIX. POLICY AND PROCEDURE MANUAL

All members of the Task Force shall abide by the applicable policies and procedures as expressed in 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.

XX. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2007 and shall remain in effect indefinitely, or until the Task Force is dissolved or participating agencies agree that significant modification and/or renewal is appropriate.. Any participating agency shall be able to withdraw from this agreement by providing notice in writing to the Board of Governors Chairperson, and such withdrawal shall be effective thirty (30) days after such notification. 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.

XXI. 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 any/all attachments. All future amendments must be forwarded to BNE headquarters and will become effective upon receipt.

XXII. SIGNATURES

➤ **California Polytechnic State University, San Luis Obispo**

Name

Title

Signature

Date

➤ **California State Parole and Community Department**

Name

Title

Signature

Date

➤ **City of Arroyo Grande**

Name

Title

Signature

Date

City of Atascadero

Name

Title

Signature

Date

City of Grover Beach

Name

Title

Signature

Date

City of Paso Robles

Name

Title

Signature

Date

City of Pismo Beach

Name

Title

Signature

Date

City of San Luis Obispo

Name

Title

Signature

Date

County of san Luis Obispo Department of Social Services

Name

Title

Signature

Date

County of San Luis Obispo District Attorney's Office

Name

Title

Signature

Date

County of San Luis Obispo Probation department

Name

Title

Signature

Date

County of San Luis Obispo, Sheriff's Department

Name

Title

Signature

Date

**SAN LUIS OBISPO COUNTY NARCOTIC TASK FORCE
MEMORANDUM OF UNDERSTANDING**

**Appendix A
Contributions of Participating Agencies**

California DOJ - Bureau of Narcotic Enforcement

One Special Agent Supervisor
One equipped undercover vehicle
Necessary safety equipment
\$12,000.00 undercover funds
Administrative support
Miscellaneous investigative equipment
Facility support as noted in the MOU

California Polytechnic University Police Department, San Luis Obispo

\$4,000.00 towards operational funds
Computer Technical support

California DC&R – Parole and Community Services*

One Parole Agent
One equipped vehicle
Necessary safety equipment

Arroyo Grande Police Department

One Police Officer/Investigator
One equipped undercover vehicle
Necessary safety equipment

Atascadero Police Department

One Police Officer/Investigator
One equipped undercover vehicle
Necessary safety equipment

Grover Beach Police Department

\$20,000.00 operational funds

Paso Robles Police Department

One Police Officer/Investigator
One equipped undercover vehicle
Necessary safety equipment

Pismo Beach Police Department

\$20,000.00 operational funds

San Luis Obispo Police Department

One Police Officer/Investigator
One Police Records Clerk
One equipped undercover vehicle
Necessary safety equipment
Miscellaneous accounting support

San Luis Obispo County Department of Social Services - Child Welfare Services

One Social Worker
One vehicle
One remote access computer

San Luis Obispo County District Attorney's Office

Two Investigators
One Administrative Assistant (funded with Asset Forfeiture Funds)
Necessary equipment
Two undercover vehicles
Necessary safety equipment

San Luis Obispo County Probation Department *

One Probation Officer
One vehicle
Necessary safety equipment

San Luis Obispo County Sheriff's Department

One Sheriff's Deputy/Investigator
One equipped undercover vehicle
Necessary safety equipment

*The California State Parole Agent, the San Luis Obispo County Probation Officer assigned to the San Luis Obispo County Narcotic Task Force (SLOCNTF) will maintain a caseload level consistent with fellow agents at his/her respective unit offices. Their caseloads will consist of mostly "high risk" offenders who have been arrested, or are suspected of committing County, State and/or Federal crimes, which would include, but not limited to, drug related offenses, murder, rape, robbery, felonious assault, and felonious weapons possession.

The Parole Agent will act as the primary State Parole liaison and the Probation Officer will act as the primary San Luis Obispo County Probation liaison with the participating agencies of the Task Force. The Parole Agent and Probation Officer will have the responsibility of being the direct conduit with a parolee/probationer's "handling" agent/officer if that parolee/probationer becomes a subject of interest to the Task Force.

Task Force members will assist the Parole Agent/Probation Officer with his/her narcotic related caseload, surveillance operations, arrests, searches and other activities which require additional assistance and/or supervision.

At no time will the assigned Parole Agent/Probation Officer be requested to work in an “undercover operation” capacity conducting buys, and as with all participating agencies, both the Parole Agent and Probation Officer will follow their respective agency’s policies, procedures and regulations whenever there are conflicts with the SLOCNTF Poly & Procedures Manual.

**SAN LUIS OBISPO COUNTY NARCOTIC TASK FORCE
MEMORANDUM OF UNDERSTANDING**

**Appendix B
Supporting Agencies**

1. Morro Bay Police Department
2. U.S. Secret Service
3. Cuesta College Police Department
4. California Highway Patrol