

RESOLUTION NO. 93-75

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
APPROVING THE NARCOTICS TASK FORCE
INTERAGENCY AGREEMENT

BE IT RESOLVED that the City Council of the City of El Paso de Robles hereby approves the Narcotics Task Force Interagency Agreement attached herewith as Exhibit "A" and that the Mayor is authorized to execute said agreement on the behalf of the City.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles, this 20th day of April, 1993, on the following vote:

AYES: Heggarty, Macklin, Martin, Picanco, and Iversen
NOES: None
ABSENT: None

CITY OF EL PASO DE ROBLES


Christian E. Iversen, Mayor

ATTEST:


Richard J. Ramirez, City Clerk

INTER-AGENCY AGREEMENT

FOR THE

SAN LUIS OBISPO COUNTY NARCOTIC TASK FORCE

This Agreement is entered into, by and among, the State of California, Department of Justice, Bureau of Narcotic Enforcement; the County of San Luis Obispo; the cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo; and the California Polytechnic State University, San Luis Obispo; This agreement shall be effective July 1, 1993, provided that by said date it has been ratified by all agencies identified above.

WITNESSETH

WHEREAS, Law Enforcement Administrators agree that drug cultivation, manufacturing, distribution, sale, and use presents a major law enforcement problem, and

WHEREAS, each agency identified above is unable to commit sufficient resources to adequately curtail those illegal practices, and

WHEREAS, the above identified agencies, by Inter-Agency agreement, combined resources to control narcotics activities in San Luis Obispo County, and

WHEREAS, the San Luis Obispo County Narcotics Task Force has been very successful during that time.

NOW, THEREFORE, the parties do agree as follows:

1. Effect of Agreement

This Agreement shall supercede and be a novation of the Law Enforcement Inter-Agency Agreement dated June 30, 1990.

2. Purpose

The purpose of this Inter-Agency Agreement is to provide for the exercise of common power of each of the parties to provide combined investigative resources. These resources shall be utilized for the purpose of enforcing the laws of the State of California as they relate to narcotics and controlled substances. The specific goals and objectives of the Task Force will be determined by the San Luis Obispo County Narcotics Task Force Board of Governors and published as the SLOCNTF Operations Order Manual.

3. Governing Body of NTF

A. Composition of Board of Governors

The NTF will be governed by the Police Chiefs of Atascadero, Arroyo Grande, and San Luis Obispo, the Sheriff of San Luis Obispo County, the District Attorney of San Luis Obispo County, and the Special Agent in Charge of the Los Angeles Field Office of the Bureau of Narcotic Enforcement. Each of these members shall have an equal vote.

B. Authority of the Board

The Board shall have the authority to establish, evaluate, and change the goals and objectives of the NTF whenever necessary. It shall also have the authority to enter into financial arrangements to the extent of resources available. Additionally, the Board of Governors will be responsible for the expenditure of seized asset forfeiture funds which are held in a San Luis Obispo County Narcotic Task Force account. The Board of Governors will, by majority vote, allow expenditures from said account.

C. Board Meetings

The Board shall fix time and place for its meetings and shall hold at least one meeting quarterly. Any action taken by the Board shall be taken by a majority in attendance provided a quorum exists. Four members of the Board shall constitute a quorum.

D. Board Chairman

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

4. Supervision of the NTF

A Special Agent Supervisor/Task Force Commander from the Bureau of Narcotic Enforcement shall be responsible for supervision of the NTF, and will report directly to the Board, through the Chairman. The Task Force Commander shall be required to inform each agency head, on a frequency established by the Board, on all potential targets for investigations, NTF activities, and/or any controlled substance related problems.

5. Task Force Assignments

A. Agency personnel will be assigned as follows:

San Luis Obispo Sheriff's Department	-	Two Deputy Sheriffs
San Luis Obispo Police Department	-	One Police Officer
	-	One Secretary I
Atascadero Police Department	-	One Police Officer
Arroyo Grande Police Department	-	One Police Officer
Paso Robles Police Department	-	One Police Officer
Morro Bay Police Department	-	One Police Officer
San Luis Obispo District Attorney	-	Two Investigators
	-	One part-time Account Clerk
Bureau of Narcotic Enforcement	-	One Special Agent Supervisor/Task Force Commander

- B. Any individuals assigned shall be under the immediate control of the Task Force Commander and shall adhere to all NTF policies and procedures.
- C. Each agency shall be responsible for compensation of the personnel assigned from that agency to include all salaries, benefits, payroll taxes and insurances, and overtime. Overtime, due to potential budgetary impact, must be an item of communication between each agency responsible for payment and the NTF supervisor.
- D. The police officer assigned by the Atascadero Police Department, Arroyo Grande Police Department, and the secretary assigned by the San Luis Obispo Police Department shall be compensated by funds contributed by the following cities.

City of Arroyo Grande

City of Atascadero

California Polytechnic University

City of Grover Beach

City of Morro Bay

City of Paso Robles

City of Pismo Beach

The City of San Luis Obispo will contribute funds to pay a portion of the Arroyo Grande Police Officer as their fair share.

Each agency will contribute funds to the City of San Luis Obispo Finance Department as their fair share of the annual budget proposal approved by the Board of Governors. Any cost of living increases as granted by the employing agency will also be compensated. The San Luis Obispo Finance Department will dispense funds at the discretion of the Board of Governors.

E. The police officers assigned by the Paso Robles Police Department, the Morro Bay Police department, and the account clerk assigned by the San Luis Obispo District Attorney's Office shall be compensated by funds generated by asset forfeiture monies. The assignment shall be evaluated every fiscal year for continuation based on the availability of revenue.

6. Asset Forfeiture

It shall be the responsibility of the San Luis Obispo County Narcotic 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 Narcotic Task Force interest bearing account. Expenditures of proceeds derived from such seizures after disposition shall be authorized by majority vote of the San Luis Obispo County Narcotic Task Force Board of Governors in compliance

with 11489 of the California Uniform Controlled Substances Act and/or federal guidelines.

7. Equipment and Supplies

The San Luis Obispo Police Department, San Luis Obispo County Sheriff's Department, and the California Bureau of Narcotic Enforcement shall each be responsible for providing vehicles to be utilized by personnel assigned to the unit. This responsibility shall include insurance, gas and oil, upkeep and maintenance, radio installation, and other expenses associated with the vehicles. The California Bureau of Narcotic Enforcement will provide Task Force office space, telephone service, a portable base station, \$20,000 in undercover buy funds, and will provide a burglar alarm system for said office. The San Luis Obispo Police Department will provide \$1,200 in undercover funds for the purchase of drugs and narcotics in the City of San Luis Obispo. San Luis Obispo County Sheriff's Department will provide \$1,000 in investigative funds for the purchase of drugs and narcotics in the County of San Luis Obispo. Additionally, \$4,000 from the San Luis Obispo County Drug Fund will be allotted to the Task Force for the purchase of drugs and narcotics in the County of San Luis Obispo. Office supplies and office expenses should be provided for from excess funds paid by the eight agencies listed in Section 5-D.

8. Acts of Participating Agents

Personnel assigned to the Task Force shall be deemed to be continuing under the employment of their parent agency.

9. Term, Withdrawal, and Termination of Agreement

The term hereof is three years, until June 30, 1996.

Any member agency may withdraw from the Task Force by resolution of its governing body. Written notice of such withdrawal shall be given to the Board prior to February 01, and become effective only as of July 01, in the year in which withdrawal is made.

Termination of this agreement may be made by resolution of the governing bodies of all but one of the participating agencies.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the dates set forth beside their respective signatures.

CITY OF PASO ROBLES

Date _____

Mayor or designate