

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jun 23, 2016

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

Memorandum of Understanding between the City of Huntsville (Police Dept.), Madison County District Attorney's Office, Madison County Sheriff's Office, Morgan County Sheriff's Office, and the City of Decatur, Alabama for the multijurisdictional Madison-Morgan County Drug Task Force (STAC Team).

Exact Wording for the Agenda:

Memorandum of Understanding between the City of Huntsville, Madison County District Attorney's Office, Madison County Sheriff's Office, Morgan County Sheriff's Office, and the City of Decatur, Alabama.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

MOU between participating agencies assigned to the STAC Team.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Mark McManis

Date: Jun 9, 2016

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 6/23/2016

Department Contact: Jessica Winn

Phone # (256) 427-7002

Contract or Agreement: MOU with various agencies for the Madison-Morgan Co STAC Team

Document Name:

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Mark W. Murray</i>	6/9/2016
2) Legal	<i>Mary Cates</i>	6/14/2016
3) Finance	<i>M. Sargo</i>	6-15-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Understanding between the City of Huntsville, Madison County District Attorney's Office, Madison County Sheriff's Office, Morgan County Sheriff's Office, and the City of Decatur, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding between the City of Huntsville, Madison County District Attorney's Office, Madison County Sheriff's Office, Morgan County Sheriff's Office, and the City of Decatur, Alabama, consisting of eight (8) pages, and the date of June 23, 2016 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of June, 2016.

President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of June, 2016.

Mayor of the City of
Huntsville, Alabama

Table of Contents

MEMORANDUM OF UNDERSTANDING

Between the City of Huntsville, Alabama, Madison County District Attorney Office, Madison County Sheriff's Office, Morgan County Sheriff's Office, and the City of Decatur, Alabama

PURPOSE.....2

PROBLEM STATEMENT 2

NEED STATEMENT 2

Section I. Goals and Directives3

Section II. Executive Board.....3

Section III. Meetings.....4

Section IV. Voting.....4

Section V. Personnel.....4

Section VI. Salaries and Duty Assignments.....4

Section VII. Vehicles.....5

Section VIII. Seizure and Forfeiture.....5

Section IX. Claims.....5

Section X. Termination5

Section XI. No Joint Venture or Partnership Created.....6

Section XII Effect of Headings and Table of Contents.....6

Section XIII Date of Memorandum.....6

Section XIV. Severability Clause.....6

Section XV. Governing Law6

Section XVI. Counterparts6

Section XVII. Entire Agreement6

Section XVIII. No Implied Waivers.....7

Section XIX. Amendment of Memorandum.....7

President of the City Council

Date

MEMORANDUM OF UNDERSTANDING

Between the City of Huntsville, Alabama, Madison County District Attorney's Office, Madison County Sheriff's Office, Morgan County Sheriff's Office, and the City of Decatur, Alabama

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "Memorandum") made and executed this 23rd day of June, 2016, by and between the Madison County District Attorney, the Madison County Sheriff, the Morgan County Sheriff, City of Decatur, and the City of Huntsville (each of which is sometimes referred to herein individually as an "agency" and collectively as the "agencies").

PURPOSE

This Memorandum memorializes and certifies that the above-mentioned agencies have agreed to continue to work in conjunction with each other to effectively enforce the controlled substance laws of the State of Alabama as expressed in the Alabama Criminal Code Title 13A, Code of Alabama, 1975. These cooperative enforcement efforts shall continue to be accomplished by the utilization of a drug task force rather than relying totally on individual agency enforcement efforts. This task force concept helps insure a well-coordinated, drug enforcement program and increases the flow of drug-related intelligence information between the various law enforcement agencies in the Madison/Morgan County area. The formalized drug enforcement task force shall continue to be called "THE MADISON-MORGAN COUNTY DRUG TASK FORCE" (hereinafter, "STAC").

PROBLEM STATEMENT

Illegal drug traffic and all its associated crime problems continue to increase in all areas of Madison County. The location of high tech industry with high salaries in the area and associated publicity attracts even more of the criminal element, which can be identified as a prime cause for the increase in major crimes. These crimes affect every jurisdiction and agency in Madison and Morgan County areas of Alabama.

Drug overdoses and drug thefts continue to increase. Burglaries and thefts committed to finance drug use also continue to increase with each passing year. Intelligence information obtained by law enforcement agencies suggests an increase in the number of drug users and traffickers who are operating with increasing volume. The known instances of out-of-state subjects appearing with large amounts of marijuana, cocaine, heroin and illegal prescription medication have also increased during the past few years. Furthermore, there has been a large increase in heroin use that included an increase in drug-related overdose deaths and presented new challenges. Finally, the overall crime rate for police agencies has increased as well.

NEED STATEMENT

No single agency within Madison or Morgan County has the resources necessary to combat the narcotics problem on its own. No agency has been able to commit sufficient resources to maintain a sustained program that drug dealers would consider to be a serious threat. Traffickers are able to continue illegal drug sales with little fear of detection and prosecution.

During the past several years, numerous potential drug investigations have been left on the "back-burner" because of the lack of manpower, vehicles, or money to sustain an adequate

investigation. Public sentiment against the illegal production, sale, and illegal use of controlled substances has never been stronger. This public support serves as a solid foundation for needed and desired increases in the drug enforcement efforts in our area.

Section I.
Goals and Directives

The agencies enter into this Memorandum to express their intent to continue the Madison/Morgan County Drug Task Force as an Alabama non-profit corporation for the purpose of combining investigative resources in the enforcement of drug, narcotics and controlled substance laws in the State of Alabama and the investigation of other drug-related criminal activity pursuant to Alabama Criminal Code Title 13A. The specific goals and directives of the STAC are as follows:

1. Initiate investigations involving all levels of drug dealers with the overall objectives of identifying and apprehending major traffickers.
2. Assist police agencies on specific drug problems within their respective jurisdictions as needed.
3. Share with other agencies on specific drug problems within their respective jurisdictions as needed.
4. Provide training to the participating law-enforcement agencies in the areas of narcotics investigations.
5. Conduct public presentations to service club and civic groups at the request of participating agencies.
6. Provide a summary of the quarterly report and an annual report to all participating agencies.
7. Make periodic assessment of the unit's policies and report recommendations for changes to the Executive Board of STAC within 90 days of completion of the assessment.

Section II.
Executive Board

The department head from each participating agency shall serve on a governing board which shall be responsible for the overall policies of the STAC. The governing board shall be known as the Madison/Morgan County Drug Task Force Executive Board (hereinafter, the "Executive Board" or the "Board"), and shall include:

District Attorney, Madison County
Sheriff, Madison County
Police Chief, City of Decatur
Police Chief, City of Huntsville
Sheriff, Morgan County

Section III.
Meetings

The STAC Executive Board shall meet on a quarterly basis for the purpose of reviewing the activities of the STAC. The Board may evaluate and adjust the goals of the unit if drug problems in the Madison/Morgan County area suggest such changes.

Section IV.
Voting

Each member of the STAC Executive Board shall have an equal vote. Executive Board members shall attend meetings and vote on STAC business. Three (3) Executive Board members shall constitute a quorum. A majority vote (at least 3 votes) shall be required to pass action items brought before the Board by the STAC Commander. Any action items brought before the Board without the recommendation of the STAC Commander shall require a unanimous vote of all voting members. Representative votes shall be limited to emergency situations.

One member of the Executive Board shall be elected chairman. Minutes of the meeting shall be made on all votes and any other action taken.

Section V.
Personnel

Each participating agency will assign personnel to the STAC as follows:

Madison County Sheriff's Department -- one full-time officer
Madison County District Attorney's Office – one full-time officer
Decatur Police Department – one full time officer
Huntsville Police Department – ten full-time officers
Morgan County Sheriff's Office- one full-time officer

Section VI.
Salaries and Duty Assignments

Each participating agency shall be responsible for the full payment of salary for their personnel assigned to the unit and such salary shall be deemed to be full salary, due and payable to such assigned personnel while on duty with the unit. Overtime compensation will be approved by each agency for its participating personnel under its rules and regulations. The STAC Commander shall submit a monthly report in writing or orally to each agency concerning the hours worked by and the tasks assigned to the agency's respective personnel assigned to the STAC for the preceding month as well as anticipated assignments for the current month. Such reports shall be submitted in writing to the agency's representative on the Executive Board no later than the tenth (10th) day of each calendar month. Any issue raised by an agency concerning the propriety of the hours worked (or to be worked), the tasks or responsibilities assigned to its personnel shall be raised first with the STAC Commander and, if not satisfactorily resolved, with the Executive Board at any regular or special meeting.

Section VII.
Vehicles

STAC shall be responsible for providing a vehicle for personnel assigned, if available. Discretion as to the source of such vehicles shall be determined by the STAC Commander with approval by the board, which may include agency owned, leased, rented, and/or other vehicles that may be borrowed or paid for by private contribution through civic organizations, etc., consistent with policies adopted by the parent agency. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle.

Section VIII.
Seizure and Forfeiture

The Board, as it may deem appropriate, may adopt policies and/or regulations concerning seizures, forfeitures and condemnation procedures, including the equitable division of those seizures amongst the participating agencies. State and Federal equitable Division policies will be based on agency participation, and the recommendation of the STAC Commander. The Board shall adopt a State forfeitures/seizures policy at least annually. Equitable division of federal forfeitures/seizures shall be voted upon by the board on a case by case basis based on the participation of each agency.

Section IX.
Claims

Each party to this Memorandum shall be solely liable for all claims, demands, damages, attorneys' fees, and other costs arising from or relating to the respective party's performance under this Memorandum, including, but not limited to, all liability, claims, demands, attorneys' fees, and other costs arising from or relating to any defects in the vehicles or other equipment supplied or operated by the respective party pursuant to this Memorandum and/or negligent acts or omissions of an employee of the respective party which occurs in the performance of this Memorandum.

Each participating party shall be solely liable for any and all worker's compensation benefits for personnel which are employed by them and are injured in the course and scope of their duties while assigned to the STAC.

Section X.
Termination

Any jurisdiction desiring to terminate its participation in this Agreement shall indicate such intent, in writing to the Madison/Morgan County Drug Task Force Executive Board. Termination of participation in this Agreement by such jurisdiction shall be deemed to take effect not less than thirty (30) days upon written communication of intent to the Executive Board. Any obligation of an agency to defend any actions, claims or lawsuits arising from its performance under this Memorandum shall survive termination of this Memorandum by any party.

Section XI.

No Joint Venture or Partnership Created

This Memorandum is not intended to form, nor can be construed to form, either explicitly, implicitly or otherwise, a joint venture, partnership or other formal business organization. No agency participating in STAC can be bound by another agency participating in STAC acting as its agent except as specifically stated in this Memorandum.

Section XII.

Effect of Headings and Table of Contents

The Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section XIII.

Date of Memorandum

The date of this Memorandum is intended as and for a date for the convenient identification of this Memorandum and is not intended to indicate that this Memorandum was executed and delivered on said date.

Section XIV.

Severability Clause

If a court holds any part, term or provision of this Agreement to be unenforceable, the validity of the remaining portions, terms or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

Section XV.

Governing Law

This Memorandum shall be construed in accordance with and governed by the laws of the State of Alabama.

Section XVI.

Counterparts

This Memorandum may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Section XVII.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the matters addressed herein.

Section XVIII.
No Implied Waivers

The failure of either party to this Memorandum to insist upon the performance of any of the terms and conditions of this Memorandum, or the waiver of any breach of any of the terms and conditions of this Memorandum, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section XIX.
Amendment of Memorandum

This Memorandum may be amended with the written consent of each of the agencies which is a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

MADISON COUNTY DISTRICT ATTORNEY

By

Robert L. Braussard

Its

MA

Attest:

Its _____

MADISON COUNTY SHERIFF

By

Blaine L. Darning

Its

Sheriff

Attest:

Its _____

THE CITY OF HUNTSVILLE

By Mark W. Mumford
Its Chief of Police

AND

By _____

Its Mayor

Attest:

Its _____

CITY OF DECATUR

By Nathaniel Allen
Its Chief of Police

Attest:

Its _____

MORGAN COUNTY SHERIFF

By Ara Franklin
Its Sheriff

Attest:

Its _____