



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022

File ID: TMP-2182

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the North Alabama Drug Task Force, the Alabama Law Enforcement Agency, the Madison County District Attorney, the Madison County Sheriff's Department, the City of Madison, the Federal Bureau of Investigation, and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: n/a

City Cost Amount: \$0

Total Cost: \$0

Special Circumstances:

Grant Funded: no

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

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.

RESOLUTION NO. 22-_____

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 by and between the City of Huntsville, Madison County District Attorney's Office, Madison County Sheriff's Department, the City of Madison, Alabama, and the Federal Bureau of Investigation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding North Alabama Drug Task Force" consisting of twelve (12) pages, and the date of October 27, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an 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 27th day of October 2022.

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

APPROVED this the 27th day of October 2022.

Mayor of the City of
Huntsville, Alabama

**MEMORANDUM OF UNDERSTANDING
NORTH ALABAMA DRUG TASK FORCE**

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President of The City Council of the
City of Huntsville, Alabama
Date: 10/27/2022

MEMORANDUM OF UNDERSTANDING

NORTH ALABAMA DRUG TASK FORCE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "Memorandum") made and executed this 20th day of September, 2022 by and between the Alabama Law Enforcement Agency, Madison County District Attorney, the Madison County Sheriff's Department, the City of Madison, the Federal Bureau of Investigation, 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, and applicable federal criminal statutes, including, but not limited to, those found in Title 21 of the United States Code. 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 North Alabama area.

PROBLEM STATEMENT

Illegal drug traffic and associated crime continues to be a problem in North Alabama. 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.

Drug overdoses, burglaries, and thefts committed to finance drug use also continue to occur. 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 medications have also increased. Furthermore, increased use of illegal narcotics and drug-related overdose deaths present new challenges that are best addressed by coordination among law enforcement.

NEED STATEMENT

Traffickers must not be able to operate with little fear of detection and prosecution. No single agency within North Alabama has the resources necessary to combat the narcotics problem on its own. Working together, the agencies will commit sufficient resources to maintain a sustained drug enforcement program that drug dealers should consider a serious threat.

During the past several years, numerous potential drug investigations have been successful because of the additional manpower, vehicles, and other resources brought together by the agencies. Public sentiment against the illegal production, sale, and illegal use of controlled substances has never 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 this Memorandum to express their intent to continue the North Alabama 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 and applicable federal law. The specific goals and directives of the North Alabama Drug Task Force 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 North Alabama Drug Task Force within 90 days of completion of the assessment.

Section II.
Executive Board

The department head from each participating agency, listed in Section V, shall serve on a governing board which shall be responsible for the overall policies of the North Alabama Drug Task Force. The governing board shall be known as the North Alabama Drug Task Force Executive Board (hereinafter, the "Executive Board" or the "Board"), and shall include:

Police Chief, City of Huntsville
Police Chief, City of Madison
Sheriff, Madison County
Captain, Alabama Law Enforcement Agency
Assistant Special Agent in Charge, FBI Birmingham Field Office

Section III. **Meetings**

The North Alabama Drug Task Force Executive Board shall meet on a bi-annual basis for the purpose of reviewing the activities of the North Alabama Drug Task Force. The Board may evaluate and adjust the goals of the unit if drug problems in the North Alabama area suggest such changes.

Section IV. **Voting**

Each member of the North Alabama Drug Task Force Executive Board shall have an equal vote. Executive Board members shall attend meetings and vote on North Alabama Drug Task Force business. Four (4) Executive Board members shall constitute a quorum. A majority vote (at least 4 votes) shall be required to pass action items brought before the Board by the North Alabama Drug Task Force Commander. Any action items brought before the Board without the recommendation of the North Alabama Drug Task Force 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 North Alabama Drug Task Force as follows:

Alabama Law Enforcement Agency – four full-time officers
City of Huntsville Police Department – ten full-time officers
City of Madison Police Department – one full-time officer
Madison County Sheriff's Department -- one full-time officer
FBI Birmingham--one part-time agent

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. 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 North Alabama Drug Task Force Commander and, if not satisfactorily resolved, with the Executive Board at any regular or special meeting. Each North Alabama Drug Task Force member that is assigned in a full-time task force officer (TFO) capacity to a federal agency shall have all overtime compensation paid for by that federal agency, subject to those funds being allocated by Congress to each said federal agency for the purpose of overtime compensation, and subject to appropriate designation as funding for the High Intensity Drug Trafficking Area (HIDTA) Task Force.

Section VII.
Vehicles

North Alabama Drug Task Force 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 North Alabama Drug Task Force 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. It should be the responsibility of any federal agency participating in North Alabama Drug Task Force to provide full-time task force officers (TFOs) with assigned vehicles. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle. It is noted that the NADTF is not an FBI-led task force and that any full-time TFO assigned to an FBI-led taskforce would be provisioned a vehicle as detailed in the Memorandum of Understanding (MOU) between the FBI and the TFO's agency.

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 North Alabama Drug Task Force Commander. The Board shall adopt a State forfeitures/seizures policy at least annually. Equitable division of State and Federal forfeitures/seizures shall follow the below North Alabama Drug Task Force Seizure Split chart:

NORTH ALABAMA DRUG TASK FORCE Seizure Split for State Cases		
Agency	ORI	Percentage Split
North Alabama Drug Task Force Unit	AL # 04701100	30%
Huntsville Police Department	AL #0470100	30%
Madison Co. District Attorney's Office	AL # 047015A	25%
Madison County Sheriff's Department	AL # 0470000	5%
Madison Police Department	AL # 0470200	5%
Alabama Law Enforcement Agency	AL # ALEA0000	5%

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 agency 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 North Alabama Drug Task Force.

Section X.
Termination

Any jurisdiction desiring to terminate its participation in this Agreement shall indicate such intent, in writing to the North Alabama 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 North Alabama Drug Task Force can be bound by another agency participating in North Alabama Drug Task Force 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.

CITY OF HUNTSVILLE, ALABAMA

Mayor Tommy Battle

Kirk Giles

Police Chief Kirk Giles

Mayor Tommy Battle

Police Chief Kirk Giles

MADISON COUNTY DISTRICT ATTORNEY


Robert L. Broussard, District Attorney

MADISON COUNTY SHERIFF'S DEPARTMENT

Sheriff Kevin Turner

CITY OF MADISON

Mayor Paul Finley

Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION

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FEDERAL BUREAU OF INVESTIGATION

Johnnie Sharp
Special Agent in Charge

ALABAMA LAW ENFORCEMENT AGENCY

Secretary Hal Taylor

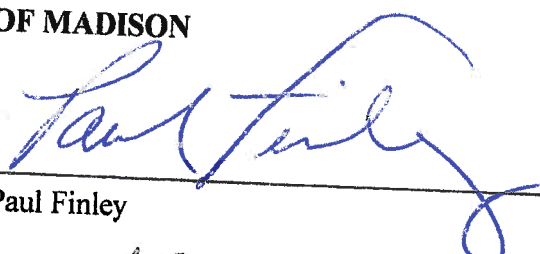
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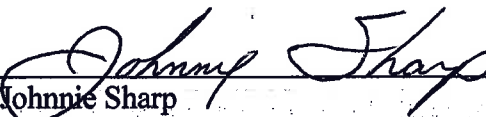
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