



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022

File ID: TMP-2156

Department: Legal

Subject: Resolution authorized by the mayor to enter into a Memorandum of Intergovernmental and Interagency Understanding between the City of Huntsville and the Alabama Law Enforcement Agency State Bureau of Investigation for the Alabama Drug Enforcement Task Force.

Type of Action: Approval/Action

Click or tap here to enter text.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: Click or tap here to enter text.

Location:

Address: N/A

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, for and on behalf of the City, to enter into a Memorandum of Intergovernmental and Interagency Understanding by and between the City of Huntsville, a municipal corporation in the State of Alabama, and the Alabama Law Enforcement Agency State Bureau of Investigation, on behalf of the City of Huntsville, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as "Alabama Drug Enforcement Task Force – Memorandum of Intergovernmental and Interagency Understanding, (Effective October 1, 2022)", consisting of thirty-three (33) pages, and the date of October 13, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tempore of the City Council, an executed copy of same being kept on file permanently in the Office of the City Clerk-Treasurer of the City of Huntsville. The City Clerk-Treasurer is authorized to attest thereto.

ADOPTED this the 13th day of October, 2022.

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

APPROVED this the 13th day of October, 2022.

Mayor of the City of Huntsville,
Alabama

ALABAMA DRUG ENFORCEMENT TASK FORCE

- A. Memorandum of Understanding
- B. Regional Divisions Chart
- C. Organizational Chart
- D. By-Laws

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

Date: October 13, 2022

ALABAMA DRUG ENFORCEMENT TASK FORCE

MEMORANDUM OF INTERGOVERNMENTAL AND INTERAGENCY UNDERSTANDING Effective: October 1, 2022

I. Purpose

The parties to this agreement share a mutual interest and responsibility in combating the illicit drug trade within the State of Alabama. In advancement of this shared goal, the Alabama Law Enforcement Agency State Bureau of Investigation (ALEA SBI) agrees to remain a party to the multi-jurisdictional drug task force comprised of members of the ALEA SBI, and other participating state and local agencies known as the Alabama Drug Enforcement Task Force (ADETF). This agreement further establishes a general agreement on operational and administrative responsibilities and defines the expectations of ALEA SBI and current or future local agency participants for the duration of this agreement.

II. Goals and Objectives

In a comprehensive effort to eliminate illegal narcotics and attempt to reduce the incidents of drug related violent crime, ALEA SBI and other participating state and local agencies have each authorized the joint submission of an application for funding under the 2021 fiscal year Drug Control and System Improvement Formula Grant Program also identified as the Byrne/JAG Grant. This proposal will continue to fund the ADETF. The goal of the ADETF is to facilitate the investigation, arrest, prosecution, and conviction of drug and drug related violent offenders whose illicit activities impact the collective jurisdictions within Alabama.

The parties acknowledge the multi-jurisdictional ADETF has been formed and will continue for the purpose of investigating and prosecuting persons involved in the illegal distribution of narcotics and drug related violent crimes. Investigations initiated by the ADETF will be conducted in accordance with the laws and regulations of the State of Alabama and the policies of the ADETF.

The parties agree to discuss the scope and direction of the ADETF at regular intervals and as needed. The interests of the parties will be fully considered in determining any amendments to this agreement. ALEA SBI and participating local authorities agree to use reasonable efforts to accomplish the following Goals and Objectives of this agreement:

A. The parties agree to:

1. support the accomplishment of the mission and goals of the ADETF;
2. share resources and expertise to support efforts of the ADETF and its stated mission;
3. adopt the seven (7) regional division boundaries currently established for use by the Alabama Emergency Management Agency and ALEA SBI as the regional division boundaries for the ADETF;
4. work as a singular unit, in a unified manner, to identify and develop best practices in the field of narcotics enforcement and to implement those best practices in the investigation and prosecution of illicit narcotics organizations and narcotics related violent crimes; and
5. acknowledge that this agreement constitutes support for joint enforcement actions by ALEA SBI and participating local authorities within the identified areas of operation of the State of Alabama.

III. Participating Agency Responsibilities

ALEA is an agency of the State of Alabama created pursuant to Title 41, Chapter 27 of the Code of Alabama 1975. The Director of SBI is appointed under the authority of § 41-27-5 (b), Ala. Code 1975. The ALEA SBI has state-wide jurisdiction in the field of narcotics enforcement within the State of Alabama.

ALEA SBI will:

1. provide a designee, appointed by the Director of ALEA SBI, to serve as the Task Force Commander in an administrative role;
2. provide ALEA SBI supervisory personnel to serve as Regional Commanders in operational and administrative roles;
3. provide administrative support for the ADETF in the form of an Administrative Assistant employed by ALEA;
4. host and administer, within budgetary constraints, a case management/ intelligence sharing system for the benefit of the ADETF;

5. make reasonable efforts, within budgetary constraints, to assign ALEA SBI Special Agents as ADETF Agents under the direction of the assigned ALEA SBI Regional Commander;
6. provide access to an Intelligence Analyst with the Alabama Fusion Center and other ALEA resources, such as tactical support, aviation, explosive/ordnance disposal, etc., within budgetary constraints, to assist with ADETF investigations/operations and to provide intelligence support to participating agencies as needed; and
7. credential as ADETF Agents each local agent assigned to the ADETF provided that the member meets the following criteria:
 - a. APOSTC¹ certified, and
 - b. current assignment as a criminal investigator, preferably within narcotics investigations and preferably not in an upper management position, with a law enforcement or regulatory agency.

Participating Local Authorities will:

1. provide suitable office space and storage necessary for the ADETF, within budgetary restraints and with Regional Control Board approval, and agree grantor seizure funds awarded to the ADETF may be used for rental and operational costs;
2. provide APOSTC certified law enforcement officers to serve as task force agents operating under the general supervision of the ADETF with statewide authority of ALEA SBI; local officers' current assignment within their agency shall be narcotics investigations or some type of investigations role;
3. propose an APOSTC certified law enforcement officer as a candidate for a Regional Deputy Commander position for consideration by a selection committee, consisting of the ADETF Task Force Commander, the appropriate Regional Commander, and the appropriate Regional Control Board, which will make the final selections for these positions;
4. provide a letter of assignment for each certified law enforcement officer participating in the ADETF, which states the candidate is in good standing with the parent agency and possesses current APOSTC Certification;
5. serve as regional grant recipients/administrators for the purpose of funding of the ADETF initiative, as needed;

¹ Alabama Peace Officers' Standards and Training Commission

6. provide heads of local agencies with ADETF members, or their designees, to participate as members of a Regional Control Board to serve as a reviewing body for the designated region within the ADETF; and
7. participate in no less than twelve ADETF investigations per fiscal year; the participation will include manpower and resources that provide a substantial contribution to the ADETF investigation. ADETF investigations include investigations occurring outside a task force officer's original jurisdiction; investigations which may originate within the task force officer's original jurisdiction but cross into another jurisdiction; investigations utilizing ADETF personnel; and investigations initiated/conducted by local law enforcement entities which utilize ALEA SBI resources or require assistance from ALEA SBI.

IV. Particulars

For the purpose of general management and operation of the ADETF, the participants hereby agree to the following provisions.

1. The ADETF Executive Board will recommend and the Alabama Department of Economic and Community Affairs (ADECA) will select from the participating agencies within a region, a local agency to serve as the applicant and award recipient for grant funds utilized by the ADETF. Each local agency selected will provide a "Grant Administrator" who will be responsible for grant management. All financial records and grant documentation will be generated and maintained by each regional Grant Administrator. Responsibility for assuring compliance with grant program regulations and applicable local, state and federal laws is the responsibility of the Grant Administrator. Participating agencies may elect not to receive ADECA grant funds and shall provide written notice of such election to the ADETF Executive Board. Once a participating agency elects not to receive grant funds, no change may be made regarding the receipt of grant funds for that fiscal year. Any request for change in grant fund recipient status must be submitted in writing to the ADETF Executive Board and may only be submitted between August 1 through October 1.
2. All cash revenues received as a result of forfeitures and/or condemnations initiated by the ADETF shall be disbursed as follows:
 - a. Each regional ADETF shall retain 50% of all forfeited and/or condemned proceeds resulting from seizures based within its respective region after

applicable court/advertisement/legal costs are paid. These funds will be expended for operations cost and equipment purchases;

- b. The remaining 50% of all forfeited and/or condemned proceeds will be divided among participating agencies in the following manner: 10% to the primary case agent's parent agency, and the remaining 40% split pro rata between each participating ADETF agency within the applicable region;
- c. A quarterly accounting of all state forfeited proceeds will be kept by the designated grant administrator(s) and sent to ADECA for review and distribution of proceeds. Each regional ADETF will provide forfeiture documentation to each regional member governing authority for accounting purposes only. All retained funds and property forfeited to the regional ADETF will be utilized for the continuation of ADETF projects as stipulated by state law and any applicable federal guidelines.
- d. All forfeited vehicles retained by the regional ADETF will be titled to the primary case agent's parent agency for insurance purposes. Once said vehicles or other seized properties are disposed of by way of sale or auction, the proceeds shall be retained by the regional ADETF and distributed as outlined above.
- e. In instances where the regional ADETF assists with an investigation initiated and investigated independently by any agency, the Regional ADETF Commander and the affected agency head will reach an agreement as to the fair distribution of forfeitures based on each agency's involvement in the investigation. This may be conducted on a per incident basis or in the form of a written interdepartmental agreement between the Regional ADETF Commander and the affected agency.
- f. Forfeited funds, as outlined in Section 2a, will be distributed among all eligible local participating law enforcement agencies. Eligible agencies are defined as those agencies providing personnel to the ADETF. The distribution will be based upon equal shares to all eligible participating agencies assigned to the Regional ADETF during the fiscal year in which the forfeiture funds are generated.

Example:

\$100,000	U.S.	Currency	Seizure
Local D.A. Office Share (20%):	100,000-20,000		\$80,000

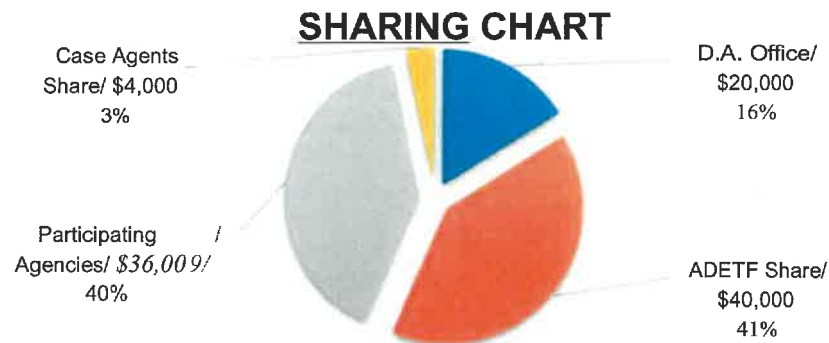
renaming

Regional ADETF Share (50%): $80,000 - 40,000 = \$40,000$ remaining

Case Agent's Agency Share (10%): $40,000 - 4,000 = \$36,000$

renaming

Participating Agency Shares: $36,000 / 5 = \$7,200$ per agency



g. With the exception of the original participating agencies in the ADETF during the initial fiscal year of operations, participating agencies having personnel assigned for less than twelve (12) consecutive months are not eligible to receive any disbursement unless the case is originated by an agent assigned to the ADETF for less than 12 consecutive months. After twelve (12) consecutive months with assigned personnel, member agencies will receive pro rata shares of forfeited funds.

h. In cases where the ADETF assists federal agencies and an agreement is made to include the ADETF in the DOJ asset sharing system, the local agency set up as the local regional fiduciary for the ADETF will be the awardee in the DOJ system. Any assets awarded will be placed in the regional ADETF accounts to be used and shared as outlined in this agreement.

3. Operational policies of the ADETF will adhere to ALEA SBI policy and procedures, except as otherwise stated in this agreement.
4. The ADETF Executive Board will be comprised of the chairperson or other designee elected from each Regional Control Board. The ADETF Executive Board

will meet every six months and will record and maintain written minutes of its meetings.

5. The ADETF Regional Commander will serve as the assistant chair of each Regional Control Board. The Regional Control Board chairperson will be elected from its own members. The Regional Control Board will also elect a member to serve on the Executive Board.
6. Standard Operating Procedures/Directives governing activities of ADETF Regional Divisions will be adopted pursuant this agreement.
7. Bylaws governing general operational guidelines for ADETF Regional Divisions will be adopted pursuant this agreement. The bylaws will include at minimum:
 - a. a statement of purpose;
 - b. an identification of member agencies;
 - c. the purpose, function, and make-up of the Regional Control Boards;
 - d. the identification, selection, and duties of the Regional Commander and the Deputy Commander(s);
 - e. procedures governing the selection, training, and drug testing of ADETF personnel;
 - f. the identification of area of operations and responsibilities; and
 - g. a procedure to identify, select, and prioritize investigative targets.
8. All personnel assigned to the ADETF will be APOSTC certified and meet or exceed the minimum criteria of an ALEA SBI Special Agent, outlined in section III.7, and the minimum qualifications established by the ADETF Executive Board. Personnel seeking assignment to the ADETF will be disqualified for the following:
 - a. prior convictions for felonies and/or misdemeanors of a high and aggravated nature, to include domestic violence;
 - b. illegal use of any controlled substance as defined under Alabama law;
 - c. use of marijuana during the past five (5) years or during the time of employment with a law enforcement agency;

- d. failure to maintain APOSTC qualifications/standards;
 - e. failure to submit to and pass a drug screen;
 - f. failure to meet certain financial obligations as determined in an ADETF background investigation; and
 - g. certain derogatory information discovered as a result of an ADETF background investigation.
9. All ADETF personnel will attend training sessions as required by the Regional Task Force Commander and/or the Regional Control Board unless exempted by the Regional Commander based on an assessment of experience.
 10. Participating local agencies hereby agree that personnel assigned to the ADETF as Task Force Agents will be committed to the ADETF no less than one year unless released as a result of disciplinary action or by joint agreement of the ADETF Regional Commander and the Regional Control Board.
 11. The ADETF will make every effort to coordinate its enforcement efforts with local law enforcement agencies, all District Attorneys from the affected regions, authorized state law enforcement agencies, and federal law enforcement agencies.
 12. The Task Force Commander will ensure that ADETF personnel are credentialed as ADETF Agents for the State of Alabama prior to initiating any law enforcement efforts outside of their parent agency's jurisdiction. Each parent agency will provide proof of full liability insurance coverage for each ADETF assigned agent. Said liability insurance coverage will ensure that when conducting law enforcement activities outside the jurisdictional boundaries of their employing agencies, agents are covered through an active policy maintained by their parent agency. This liability insurance shall at all times remain the responsibility of the parent agency. A current copy of the liability insurance will be kept on file with the Regional Grant Administrator and a copy forwarded to the Task Force Commander. Each agency shall submit a current copy of their liability insurance every fiscal year. All liability arising from a local law enforcement officer's actions during a law enforcement duty or event will be the responsibility of the officer's parent agency.
 13. Each ADETF agent shall remain at all times an employee and agent of his or her parent agency. Each ADETF agent shall be subject to all disciplinary procedures as provided by their parent agency.

14. ADETF personnel will comply with the drug testing policies of their parent agencies in addition to random drug testing provided by the ADETF.
15. Investigative actions may be carried out by assigned ADETF agents in areas located outside the participating Regional Control Board members' jurisdictions. When operating outside of their respective jurisdictions, ADETF agents will do so only with the knowledge and consent of all impacted Regional Task Force Commanders.
16. This agreement commences October 1, 2022 and will continue until such time the ADETF is deemed non-viable by the stipulations of this agreement. ALEA SBI agrees to participate as outlined above until such time the ADETF is dissolved by a unanimous vote of the Executive Board or the ADETF is no longer viable. The ADETF will be considered viable as long as no less than two local agencies participate through the assigning of at least one full time agent. Should the ADETF be dissolved, all grant purchased ADETF assets will be equally divided among current participating agencies utilizing the same division formula outlined in section IV.2. (distribution of excess forfeited funds). Remaining cash forfeiture balances will be distributed in the same manner. Agencies that withdraw from ADETF participation while the ADETF remains viable relinquish all claim and rights to ADETF assets. Property purchased by each agency with its funds shall remain with the purchasing agency, excluding ADETF badges and credentials. Property purchased for ADETF use will remain the property of the ADETF.

This agreement has been considered, voted on, adopted and approved by the following which also agree that it is subject to revision as deemed appropriate by the Executive Board members and the ALEA SBI.

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REGION D

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REGION E

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REGION F

Kirk Giles/Chief of Police	Agency	Date
Tommy M. Battle/Mayor	Agency	Date
Kenneth Benion/City Clerk	Agency	Date
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Name/Title	Agency	Date
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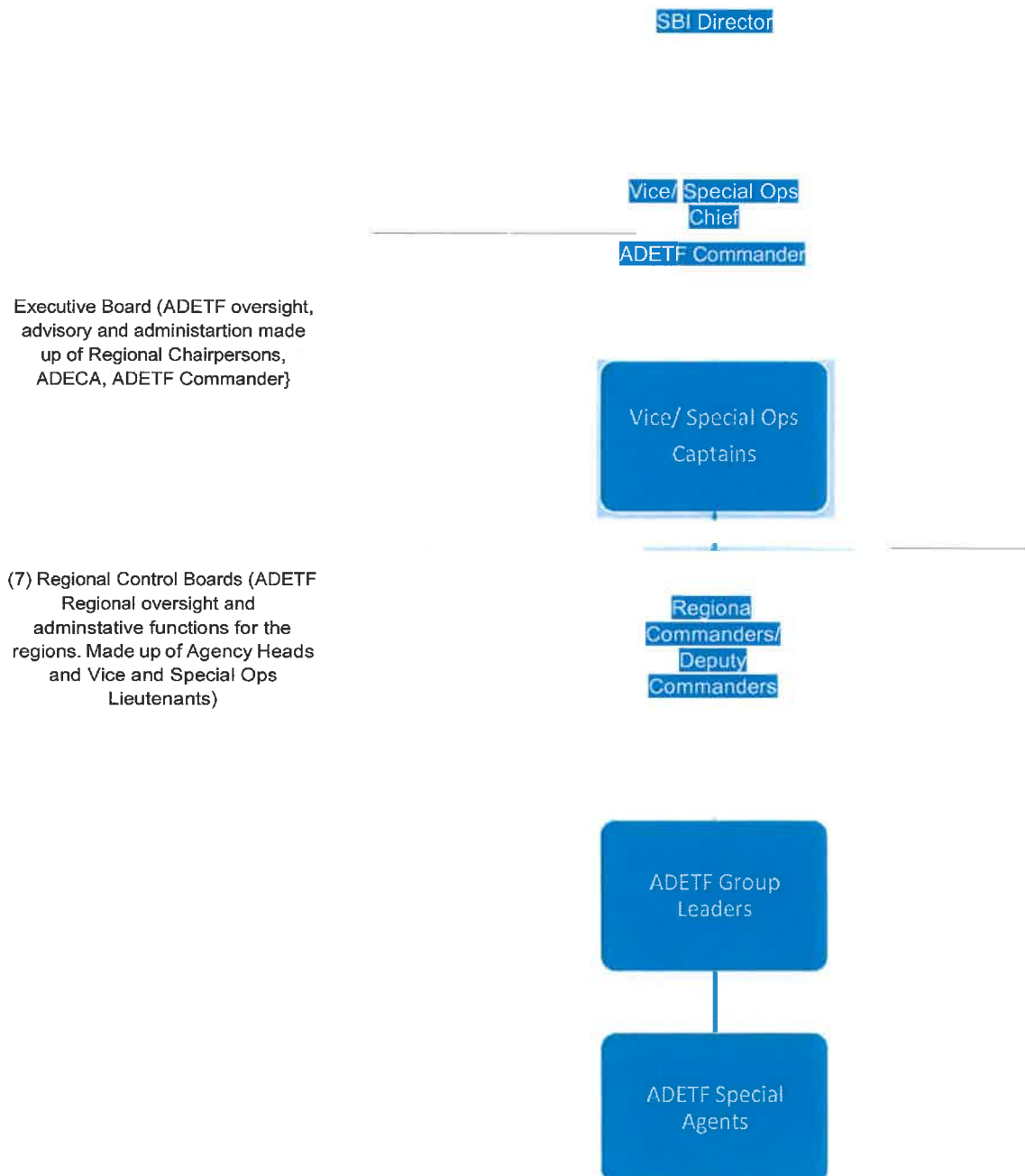
REGION G

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Regional Divisions Chart



ADETF Organization Chart



**ALABAMA DRUG ENFORCEMENT TASK FORCE
(ADETF)**

**BYLAWS
October 1, 2022 - September
30,2023**

SECTION I - PURPOSE

The purpose of the ADETF shall be as set out below.

- A. To identify, investigate, and prosecute persons and organizations that are committing drug trafficking crimes anywhere within the jurisdictions of the member agencies and the State of Alabama.
- B. To reduce problems and complications associated with the investigation and prosecution of drug related crimes that cross jurisdictional lines.
- C. To have and provide a well-trained workforce sufficient in number of personnel to investigate, as a single unit, a major drug trafficking operation, or to conduct several smaller investigations simultaneously.
- D. To establish and maintain a workforce, properly equipped, and experienced in conducting criminal investigations by identifying individuals and organizations that are engaged in the various levels and types of drug related crimes within the ADETF area of responsibility.
- E. To provide essential and specialized training and experience to the personnel assigned to the ADETF.
- F. To provide a mechanism for member agencies to exchange ideas, tactics, and practices regarding drug enforcement and related violent crimes.
- G. To provide a source of equipment and technical capabilities not otherwise readily available to the individual member agencies.
- H. To aggressively address drug related violent crimes within the established boundaries of the ADETF.

SECTION II - MEMBER AGENCIES

The participating member agencies of the ADETF agree to participate by contributing personnel, equipment, and/or funds, according to requirements that shall be established from time to time by the ADETF Executive Board.

Other law enforcement agencies with enforcement responsibilities or jurisdiction within the defined territory of the ADETF unit may later be approved as participating agencies by the appropriate ADETF Regional Board.

Participating agencies are defined as those having personnel assigned to the ADETF and also contribute funds, equipment, or personnel salaries towards the operational cost of the unit equating to no less than \$10,000 in value. Participating agency heads will serve as Regional Control Board members and receive voting privileges.

Non-participating agencies - The Regional Control Boards shall have the authority to grant law enforcement agency heads within the area of operations the right to participate as non-voting members of the Regional Control Boards. Non-voting members may only serve in an advisory capacity to the Regional Control Board and shall have no voting privileges in matters before the Board. Non-participating agencies are defined as those agencies that do not have personnel assigned to the ADETF nor contribute funds/equipment for ADETF operations that exceed \$10,000 in value.

Agencies seeking to participate as member agencies of the ADETF may apply and submit task force agent recommendations for consideration only between August 1 through October 1. Agencies seeking to participate as member agencies of the ADETF must accept and agree to all stipulations outlined in the Memorandum of Understanding governing the ADETF. In addition, agencies seeking to participate must have a majority support of the Regional Control Board via formalized vote. New member agencies will be accepted on a probationary basis for a period of twelve months during which they may be removed as members with a majority vote of the Regional Control Board.

SECTION III - EXECUTIVE BOARD

The ADETF shall have an Executive Board, which functions as an active advisory board for the Regional Control Boards.

A. PURPOSE OF THE EXECUTIVE BOARD

The purpose of the Executive Board shall be as follows.

1. To act as a governing body for the purpose of oversight and policy-setting for the ADETF including its Regional Divisions. The Executive Board shall by 2/3rds majority approve the ADETF's Standard Operating Procedures (SOP).

2. To provide a forum for discussion of common problems and opportunities experienced the ADETF Regional Divisions.
3. To identify narcotics related trends on a state-wide level and discuss strategies to combat these issues.
4. Upon request of a Regional Control Board, to review and provide authorization of funds spent from the regional reserve funds.

B. EXECUTIVE BOARD MEMBERSHIP

The ADETF Executive Board shall consist of the chair of each Regional Control Board or the Regional Control Board member elected by the Regional Control Board to serve on the Executive Board along with the Task Force Commander and a member of ADECA. Executive Board Members shall remain as long as they are the chair or duly elected as the Executive Board Member of their regional board.

C. EXECUTIVE BOARD OFFICERS

Officers of the Executive Board shall consist of the Chair and Vice-Chair. The Chair and Vice-Chair of the Executive Board shall be elected by a majority vote of the Executive Board membership. Officers so chosen shall serve for a one- year term or until their successors have been duly elected by the Executive Board membership. The duties of said officers shall be as follows:

1. The Chair of the Executive Board shall be the chief officer of the organization and shall preside at all meetings of the Executive Board. The Chair, subject to the approval of the Executive Board, shall appoint members and chairpersons of committees, as the need arises.
2. The Vice-Chair of the Executive Board shall preside at any meetings of the Executive Board in the absence of the Chair and, in such cases, shall have all the responsibilities and perform all the duties of the Chair. The Vice-Chair shall have and perform such other duties and functions as may be assigned by the Chair of the Executive Board.

D. MEETINGS OF THE EXECUTIVE BOARD

1. The Executive Board shall meet every six months, the date, time, and location of each meeting to be determined and scheduled by the Vice-Chair. A schedule for the regular meetings shall be provided to each Executive Board Member. Changes in the meeting schedule shall be communicated to each Executive Board Member in a timely manner.

2. Special meetings of the Executive Board may be called by the Chair or Vice-Chair, as the need arises. All members of the Executive Board must be notified of special meetings in a timely manner.
3. A majority of voting members of the Executive Board shall constitute a quorum for the transaction of business at any meeting of the Executive Board. The presence of less than a quorum may cause the meeting to be adjourned until such time as a quorum can be assembled. Regarding quorums for official business, the Executive Board will attempt to have a consensus in all matters considered and relating to the ADETF. However, when a consensus is not evident, decisions will be by formal motions, seconds, and a vote of the Executive Board. To pass, a motion must have a majority vote of those members present.
4. Each member of the Executive Board is entitled to one vote in the transaction of business at any meeting of the Executive Board.
5. In the case of a tie vote, the motion may be tabled for discussion at the next scheduled meeting of the Executive Board. In rare situations when a motion cannot be delayed for future consideration, Executive Board members present will attempt to adopt a consensus position. If a tie cannot be broken, the ALEA SBIDirector or his designee will cast the tie breaking vote. If an Executive Board member cannot be present during a vote, that member may present his/her vote in proxy by written and signed notification.
6. The Chair of the Executive Board shall cause minutes to be kept at all meetings of the Executive Board and distribute copies to all members of the Executive Board. Minutes from prior meetings must be accepted by majority vote prior to discussing new business.
7. The Chair of the Executive Board shall cause an agenda to be prepared for each regularly scheduled meeting of the Executive Board and distribute copies to the members of the Executive Board.

E. DUTIES AND POWERS OF THE EXECUTIVE BOARD

The Executive Board shall have the following duties and powers.

1. Identify state-wide drug trends and issues affecting the State of Alabama and adopt a unified approach to combat these problems.
2. Adopt a unified SOP for all ADETF Regional Divisions.
3. Establish, review, and amend, as necessary, applicable bylaws, and standard

operating procedures.

4. Assist in dispute resolutions between Regional Control Boards and participating and non-participating agencies.
5. Authorize expenditures from Regional Division fund accounts when a dispute exists.

SECTION IV - REGIONAL CONTROL BOARDS

The ADETF shall have one Regional Control Board per ADETF Regional Division, which shall function as an active advisory board for the ADETF Regional Division it serves.

A. PURPOSE OF THE REGIONAL CONTROL BOARDS

The purpose of the Regional Control Boards shall be as follows.

1. Act as a governing body providing oversight, establishing policy for its Regional Division, and operating with financial assistance as available from ADECA.
2. Provide a forum for discussion of common problems and opportunities experienced by its regional member agencies and their personnel.
3. Provide direction to the Regional Commander regarding drug enforcement needs and priorities within its representative communities and the State of Alabama.

B. REGIONAL CONTROL BOARDS MEMBERSHIP

1. Each ADETF Regional Control Board shall consist of the executive heads of the member agencies, or their designees, from each participating agency in the respective region. The Regional Commander shall serve as the member representing ALEA SBI. Membership of each Regional Board shall include each participating Sheriff and Chief of Police. In addition, the Regional SBI Vice-Special Operations Lieutenant will serve as a Control Board Member as outlined in the MOU. Regional Control Board Members shall remain as long as they have assigned personnel to the ADETF. In addition, the Regional Control Board may, by a majority vote, allow other law enforcement executives to become members of the Regional Control Board. Non-participating agency Regional Control Board Members may, by a majority vote be removed from the Regional Control Board.
2. A Regional Control Board member may be terminated after having missed three consecutive meetings without sending a designee or an acceptable written explanation submitted to the Chair of the Regional Control Board for approval. The agency

represented by the terminated member will be asked to designate a new representative. If a new representative is not appointed within a three-month period, the agency may be removed from the ADETF with a 213rd majority vote of the Regional Control Board.

3. Regional Control Board members whom do not comply with the intent of the MOU or Bylaws governing the ADETF are subject to removal from the ADETF with a 213rd majority vote from the remaining Regional Control Board members. Members will not be removed without written notice outlining the issues of non-compliance and granted thirty days to address those issues to the satisfaction of the remainder of the Regional Control Board.

C. REGIONAL CONTROL BOARDS OFFICERS

1. Officers of the Regional Control Boards shall consist of a Chair and a Vice-Chair. The Chair shall be one of its own members elected by a majority vote of the Regional Control Board membership. Officers so chosen shall serve for a one-3/ear term, or until they resign, if less than a year, or until their successors have been duly elected by the Regional Control Board membership. The assigned Regional Commander shall serve as the Vice-Chair. The duties of said officers shall be as follows:
 - a. The Chair of the Regional Control Board shall be the chief officer of the organization and shall preside at all meetings of the Regional Control Board. The Chair, subject to the approval of the Regional Control Board, shall appoint members and chairpersons of committees, as the need arises.
 - b. The Vice-Chair of the Regional Control Board shall be the Regional SBI Vice-Special Operations Lieutenant and shall preside at any meetings of the Regional Control Board in the absence of the Chair and, in such cases, shall have all the responsibilities and perform all the duties of the Chair. The Vice-Chair shall have and perform such other duties and functions as may be assigned by the Chair of the Regional Control Board.

D. MEETINGS OF THE REGIONAL CONTROL BOARDS

1. The Regional Control Boards shall meet no less than quarterly, the date, time, and location of each meeting to be determined and scheduled by the Vice-Chair. A schedule for the regular meetings shall be provided to each Regional Control Board Member. Changes in the meeting schedule shall be communicated to each Regional Control Board member in a timely manner.
2. Special meetings of the Regional Control Board may be called by the Chair or Vice-Chair, as the need arises. All members of the Regional Control Board must be notified of special meetings in a timely manner.

3. A majority of voting members of the Regional Control Board shall constitute a quorum, for the transaction of business at any meeting of the Regional Control Board. The presence of less than a quorum may cause the meeting to be adjourned until such time as a quorum can be assembled. Regarding quorums for official business, the Regional Control Board will attempt to have a consensus in all matters considered and relating to the ADETF. However, when a consensus is not evident, decisions will be by formal motions, seconds, and a vote of the board. To pass, a motion must have a majority vote of those members present.
4. Each a participating agency board member is entitled to one vote in the transaction of business at any meeting of the Regional Control Board.
5. In the case of a tie vote, the motion may be tabled for discussion at the next scheduled meeting of the Regional Control Board. In rare situations when a motion cannot be delayed for future consideration, Regional Control Board members present will attempt to adopt a consensus position. If a tie cannot be broken the ADETF Task Force Commander or his designee will cast the tie breaking vote. If a Regional Control Board member cannot be present during a vote, that member may present his/her vote in proxy by written and signed notification.
6. The Chair of the Regional Control Board shall cause minutes to be kept at all meetings of the Regional Control Board and distribute copies to the members of the Regional Control Board. Minutes from prior meetings must be accepted by majority vote prior to discussing new business.
7. The Chair of the Regional Control Board shall cause an agenda to be prepared for each regularly scheduled meeting of the Regional Control Board and distribute copies to the members of the Regional Control Board.

E. DUTIES AND POWERS OF THE REGIONAL CONTROL BOARDS

The Regional Control Boards shall have the following duties and powers.

1. Provide direction to the Regional Commander by setting goals and objectives for its respective Regional Division.
2. Assist in the resolution of operational problems encountered by the Regional Commander.
3. Review and adopt an operating budget, assist in the filing for grant funds from federal and state agencies, and expedite the paperwork in these matters through local governmental entities.

SECTION 5 - TASK FORCE COMMANDER

A. EXECUTIVE LEVEL COMMAND

The Director of ALEA SBI will appoint a Task Force Commander for the ADETF. The Task Force Commander shall:

1. Provide an executive level administrative assistant for the unit.
2. Report directly to the Executive Board on applicable administrative matters pertaining to the ADETF.
3. Provide day to day administrative supervision to Regional Commanders.
4. Ensure that all Regional Commanders comply with the directives established by the Executive Board.
5. Attend all Regional Control Board meetings and serve in an advisory position to the Regional Control Boards.

B. REGIONAL COMMANDER

The Director of ALEA SBI will appoint a Regional Commander for each ADETF Region. The Regional Commanders will perform duties as provided below.

1. Be of supervisory rank within ALEA SBI and as Commander of the Regional ADETF unit provide day to day administrative and operational supervision to the unit.
2. Report directly to the Regional Control Board and Task Force Commander on applicable administrative matters pertaining to the ADETF.
3. Prepare and submit monthly reports on budgets, inventories, PEPI expenditures, arrests, seizures, condemnations, and other related matters for the Regional Control Board and the SBI. Regional Control Board Members should request any additional reports through its Chair who will forward the request to the Regional Office.
4. Ensure that all ADETF agents comply with the operational directives established by the Regional Control Board and Executive Board.

5. Assist in training subordinate personnel in all areas of drug enforcement.
6. Divide his/her time as needed between day and evening operations to ensure satisfactory field supervision.
7. Designate a member of the ADETF to serve as Acting Commander in his/her absence (*i.e.*, vacation, military leave, sick leave). Any member designated as a supervisor by the Regional Commander, either temporarily or permanently, will conduct those tasks and duties outlined by the Regional Commander.
8. Furnish to the Task Force Commander and Regional Control Board an annual "Plan of Operation" for ADETF members. Regional plans of operation will remain on file at the **S81** Director's office and may be viewed by members of the Regional Control Board at that location.
9. Assist with maintaining accurate work records, including over-time approval and annual performance evaluations, and distribute work records to member agencies having need of such reports.
10. Conduct at least one office meeting per month with assigned personnel for the purpose of disseminating information, issuing orders and directives, discussing operational strategies, reviewing and resolving current or anticipated problems, receiving input from unit members, and, in general, ensuring that the goals and objectives of the ADETF are being pursued. Minutes of these meeting will be kept on file at the SBI ADETF Office.
11. Appoint Group/Team Leaders from within personnel assigned to the Regional ADETF unit, if personnel meet or exceed six members. Group/Team Leaders will have the duties to serve as field managers and report to the Regional Commander and Regional Deputy Commander. Group/Team Leaders may be appointed from either ALEA SBI or local participating agency personnel. These positions will exist based upon the needs of the ADETF and will generally be occupied by senior task force members with exceptional operational skills. Responsibilities for the position of Group/Team Leader will be documented in the Regional Plan of Operation and/or Task Force Directive and may be modified by the Regional Commander as needed. Group Leaders are not formal management positions and as such will be considered additional job responsibilities for ADETF agents serving in the position.

B. REGIONAL DEPUTY COMMANDER

Regional Deputy Commanders will be selected as outlined in the ADEPT MOU and will assist in the day to day administrative and operational supervision to the unit. The Regional Deputy Commander will assist the Regional Commander in the day to day

operations and report directly to the Regional Commander.

SECTION 6 - ASSIGNMENT OF TASK FORCE PERSONNEL

Each member agency will assign one or more sworn officers to part-time status on the ADETF with the following understanding:

1. Each officer assigned to the ADETF will carry the title of "Task Force Agent" and be issued the appropriate badge and credentials.
2. In order to be considered for selection as a Task Force Agent, each candidate must meet the criteria outlined earlier in the ADETF MOU and undergo a selection process and/or background investigation conducted by ALEA SBI prior to selection and assignment to the ADETF. Upon satisfactory conclusion of these requirements the officer may be assigned to the ADETF. Candidates should meet ALEA SBI Special Agent Qualifications unless an exception is deemed necessary by the Executive Board and the Task Force Commander. Law Enforcement Officers assigned to ADETF will be part-time participants in the ADETF. Law Enforcement Officers assigned to ADETF must maintain good standing with APOSTC and with their parent agency participating in the ADETF. The ADETF Commander in conjunction with the Regional Control Board has final authority on the acceptance of a candidate as a Task Force Agent.
3. Task Force Agents shall work under the immediate supervision and direction of their Regional Commander on all ADETF operations. Task Force Agents shall adhere to the administrative policies and procedures of their parent agency while operating in their original jurisdiction. When a Task Force Agent is operating outside the jurisdiction of their parent agency, on behalf of ALEA SBI or the ADETF, all ALEA SBI prescribed policies and procedures shall be followed. Task Force Agents shall serve at the pleasure of the Executive Board and Task Force Commander when conducting ADETF assignments.
4. Each ADETF agent will have investigative and arrest powers within the State of Alabama in criminal investigations involving illegal narcotics. ADETF agents will not have general arrest powers for crimes other than duties relating to narcotics enforcement in any jurisdiction other than that of their own parent agency unless authorized by the SBI.
5. If any officer is removed from the ADETF by the parent agency for any reason other than disciplinary matters, the member agency shall give a thirty-day written notice to the Regional Control Board, unless exigent circumstances exist.

6. Task Force Agents assigned to the ADETF are individually responsible for conforming to the rules, regulations, and policies of their parent agencies, as well as the ADETF. When a conflict between the parent agency's policies and ADETF policies arises, it should immediately be brought to the attention of the Regional Commander. The Regional Commander will address the issue with the Regional Control Board Member representing the agency involved and attempt to resolve the issue. If the Regional Commander and the affected Regional Control Board Member cannot resolve the issue it will be brought before the Executive Board for consideration and resolution.
7. Incidents requiring criminal investigation of ADETF employees will be referred to the appropriate SBI Regional Office for independent review. Minor infractions or policy violations will be investigated and addressed by the Regional Commander or his designee. If a Task Force Agent is within their parent agency's jurisdiction at the time of the infraction/policy violation, then the parent agency will conduct any internal reviews. However, the participating agency head may, in writing, request that SBI-Integrity conduct an internal review.
8. Disciplinary matters involving ADETF personnel, including incidences of inappropriate conduct and violations of policy and procedures, will first be addressed by the Regional Commander, who will then consult with the Regional Control Board Member representing the parent agency, in an effort to resolve the matter or determine appropriate disciplinary action. If the matter is not resolved the matter would then be brought before the Regional Control Board for consideration and resolution. In cases of severe policy/law violations the Regional Commander has the authority to immediately suspend an ADETF agent from all ADETF related operations. In such instances the suspended ADETF agent will surrender all task force equipment, credentials, and vehicle. The Regional Commander will immediately notify the ADETF Commander. All ADETF personnel who are placed on suspension will report to their parent agency until the matter can be addressed by the ADETF Executive Board. SBI reserves the right to revoke the credentials of any ADETF agent at any time, which would lead to the ADETF agent's removal from the ADETF. Nothing in this provision shall serve to prohibit the parent agency from conducting its own integrity review or disciplinary review of an ADETF agent's conduct.
9. Parent agencies will furnish basic and essential supplies and equipment for ADETF agents assigned from their agencies, including weapons, body armor, ammunition, etc. Parent agencies will furnish the ADETF agent's vehicle, vehicle maintenance, fuel, and other vehicle operating expenses. When vehicles are provided by the ADETF, the parent agency will be responsible for repairs, fuel, and

routine maintenance costs. ADETF vehicles will be insured through the grant recipient's agency. In certain instances, the ADETF may provide sworn personnel certain specialized equipment, weapons, or vehicles. The ADETF may assume responsibility for the cost/maintenance in these instances. ADETF agents utilizing resources from other member agencies that results in damage or loss, the ADETF agents' parent agency will be financially responsible for reimbursing the agency at loss, if the ADETF is not financially available to cover the loss.

10. ADETF agents shall follow their parent agency's policies relating to firearms and other weapons but will be required to meet additional restrictions/standards as outlined in ADETF Policy governing firearms.
11. The Executive Board will establish and implement a drug testing policy for ADETF Personnel. At minimum, each assigned ADETF agent will be subject to random drug tests.
12. ADETF agents involved in use of force incidents against a person, where the agent discharges a firearm, will submit to a post-incident drug and alcohol screening as soon as feasible.
13. ADETF agents will neither be assigned nor routinely operate ALEA-owned vehicles, though temporary operation of such vehicles by ADETF agents will be allowed when necessary to conduct investigatory operations.
14. ADETF agents driving assigned ADETF vehicles that are involved in motor vehicle accidents involving injuries will, at the Regional Commander's direction, submit to a drug and alcohol screening as soon as feasible. ADETF agents are required to notify the Regional Commander of all vehicle accidents involving ADETF vehicles immediately.

SECTION 7 - AREA OF OPERATION

The ADETF will investigate illegal narcotics violators and narcotics related violent crimes within the State of Alabama. The ADETF shall engage in the performance of its duties relating to the enforcement of drug crimes and other crimes perpetrated against the State of Alabama and its citizens. The ADETF will gather criminal intelligence data relating to violations thereof, throughout the State of Alabama. Whenever the ADETF is operating within any given municipality or county, whether a participating or non-participating agency, the Regional Commander, or his designee, shall to the extent feasible under the circumstances, maintain periodic contact with the Chief Law Enforcement Officer of that jurisdiction or a representative of the affected jurisdiction.

SECTION 8 - IDENTIFYING, SELECTING, PRIORITIZING CASES

The Regional Commanders will make every effort to coordinate, but will submit reports, oral or written as appropriate, as to procedures for case investigation (including the identification, selection, and prioritizing of cases) to the ADETF Commander upon his request. Each Regional Commander will coordinate all investigations that may impact other ADETF Regions or the SBI state-wide drug enforcement strategy with the ADETF Commander. Regional Control Board Members should recognize that the purpose of the ADETF is to promote a coordinated drug enforcement effort throughout the entire State of Alabama and to encourage maximum cooperation among the law enforcement agencies therein.

SECTION 9 - INTEGRITY OF CONFIDENTIAL INFORMATION

The ADETF Commander is responsible for fully explaining to all personnel under his supervision, the "right to know - need to know" principle regarding investigative and intelligence information. The integrity of information in both drug investigations and intelligence files will be strictly maintained. All case files and records will be secured and housed at the facilities designated by each Regional Control Board. Any ADETF personnel violating these principles will be subject to severe disciplinary action and/or reassignment away from the ADETF. However, these principles should not inhibit the free exchange of information between ADETF Agents and other agents/officers involved in joint investigations.

SECTION 10 - DIRECTIVES/POLICY AND PROCEDURES

Standard Operating Procedures/Directives governing activities of the ADETF will be adopted as provided by the governing ADETF MOU and will mirror those of ALEA SBI. In certain instances, ALEA SBI directives/SOP may be non-applicable or not readily adaptable to task force operations. In instances where ALEA SBI directives/SOP is in conflict with operational necessity of the ADETF, ADETF directives may be substituted with approval of the ADETF Commander and a majority vote of the Executive Board.

SECTION 11 - ADOPTION OF BY-LAWS

These bylaws shall become effective immediately upon adoption by the ADETF Executive Board.

SECTION 4 -AMENDMENTS TO THE BYAWS

Amendments to the Bylaws shall be made by recommendation to the Executive Board Chair upon a majority vote of the members of the Executive Board present and voting, at any meeting of the Executive Board at which a quorum is present. Amendments to the Bylaws require that advance notice of the proposed amendment(s) is communicated to Executive Board members at least seven days prior to the meeting where said vote shall occur.