PBPD

San Luis Obispo County Special Operations Unit

Memorandum Of Understanding

This memorandum of understanding (MOU) is entered into by and between the San Luis Obispo Sheriff's Office and the City of Pismo Beach whose authorized officer has executed this MOU (hereafter referred to as "participating agency").

1. Purpose

The purpose of this agreement (MOU) is to set forth the responsibilities of participating agencies on the San Luis Obispo County Special Operations Unit (SOU).

2. Mission

The San Luis Obispo County Special Operations Unit's mission is to focus on proactive enforcement of laws governing narcotics, street crimes and gangs in San Luis Obispo County.

3. Management/Supervision

The management and supervision of the Special Operations Unit will be the responsibility of the Sheriff's Office. This unit will have two Sheriff's Sergeants assigned to field and daily supervision and a Sheriff's Commander will have management responsibility for the unit.

Any supervision issues with an outside employee will be discussed with the employee's agency. The Sheriff's Office reserves the right to request removal of any employee from the SOU that does not meet performance expectations.

4. Press Contact and Communication

The Sheriff's Office shall be responsible for all media contact regarding cases and conduct of the unit unless the Sheriff delegates that responsibility to another agency's personnel.

5. Advisory Group

The Chief of each participating agency is encouraged to participate on the Advisory Group. This group will meet bi-annually or as needed. This group will be provided statistical information on SOU activities and information on large operations. Participation will provide the opportunity to present concerns or recommendations to the Sheriff.

6. Compensation

Each participating agency that provides personnel to participate on the Special Operations Unit is responsible for providing its respective personnel with salaries, benefits, workers' compensation, training and overtime in accordance with FLSA regulations and other contractual obligations. In addition, the participating agency is responsible for providing its employee with a vehicle, cell phone and safety equipment, as well as the maintenance, fuel and other costs associated with that equipment.

7. Financial Support

Participating agencies that are unable to commit an employee to the Special Operations Unit can participate by providing monetary support. Cities with a population under 20,000 will be required to contribute $20,000 per fiscal year. Cities with a population over 20,000 will be required to provide compensation equal to the salary of a Deputy Sheriff, at the lowest level of the applicable compensation scale.

The San Luis Obispo Sheriff's Office and the City of Pismo Beach agree to the following level of financial support: The City of Pismo Beach will commit an employee to the Special Operations Unit for a nine (9) month period per year. This nine month period will generally occur from the middle of September to the middle of June each year.

This money will be used to compensate the Sheriff's Office for clerical assistance and operating cost.

8. Facilities, Equipment and Property

The County of San Luis Obispo will take ownership of all necessary equipment from the former County Narcotics Task Force and the Sheriff's Office will be responsible for the maintenance of this equipment. The Sheriff's Office will be responsible for the replacement of this furniture as it deems necessary.

The Special Operations Unit will be housed at the Sheriff's Office and the Sheriff's Office will be responsible for the maintenance and cost of the facility.

Any maintenance or replacement of property owned by the participating agency or their personnel shall be the responsibility of that agency.

9. Asset Forfeiture

Any funds that are seized pursuant to asset forfeiture laws shall belong to the Sheriff's Office. Those funds shall be used at the discretion of the Sheriff for supporting the Special Operations Unit or the mission of the Sheriff's Office, as allowed and prescribed by law.

10. Agency Responsibilities

Personnel assigned to the San Luis Obispo County Special Operations Unit shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

For the purpose of indemnification, participating agency shall be responsible for the acts of its participating employee and shall incur any liabilities arising out of the services and activities of those employees while participating with the San Luis Obispo County Special Operations Unit. Participating agency shall indemnify and hold harmless the County of San Luis Obispo, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorneys' fees or other losses that may be asserted by any third party, which arise out of or are made in connection with the act or omission of participating agency's personnel assigned to the Special Operations Unit.

For the purpose of indemnification, the County shall be responsible for the acts of its participating employees and shall incur any liabilities arising out of the services, and supervision activities of those employees while participating with the San Luis Obispo County Special Operations Unit. The County shall indemnify and hold harmless other participating agencies, their officers and employees from all claims, demands, damages, costs, expenses, judgments, attorneys' fees or other losses that may be asserted by any third party, which arise out of or are made in connection with the act or omission of the County's personnel assigned to the Special Operations Unit.

11. Policy and Procedures

Participating members of the San Luis Obispo County Special Operations Unit shall abide by applicable policies of their agencies. In addition, they will be responsible for compliance with the following Sheriff's Office policies:

Use of confidential informants (Lexipol)
Asset forfeiture (Lexipol)
Use of Investigative funds (Lexipol)
Medical Marijuana (Lexipol)
Property procedures (Lexipol)
Report preparation (Lexipol)
Handling Clandestine Labs (DOJ)

The investigation of any complaint or policy violation involving a participating agency's employee shall primarily rest with the participating agency, with assistance provided by the Sheriff's Office.

In the event any personnel of a participating agency should be ordered by the Sheriff's Department incident commander or another party's command personnel to engage in an action, or refrain from engaging in an action, that the participating agency's personnel believes would

result in violation of his/her city's policies and procedures, this fact shall immediately be brought to the attention of the incident commander or other party's command officer unless such notification risks immediate loss of life or damage to property. Should the incident commander or another party's command officer order the participating agency's personnel to engage in such action, or to refrain from engaging in an action, notwithstanding such notification, the agency employing the incident commander or command personnel shall hold harmless, defend and indemnify the participating agency and its officials, employees and agents against any and all claims arising out of such action or failure to act.

12. Insurance

If a participating agency is providing personnel to the Special Operations Unit, the agency shall maintain insurance or similar self-insured coverage commensurate with reasonably anticipated risks for general liability, workers' compensation, and automobile coverage.

13. Term of Agreement

This agreement shall become effective upon the signing of this document and shall remain in effect indefinitely, or until either the participating agency or the Sheriff terminates it. Any participating agency or the Sheriff's Office may terminate this agreement anytime with written notice to the Sheriff's Office or participating agency.

14. Authorization

The person signing this contract warrants that he or she has been properly authorized and empowered to enter into this MOU on behalf of the participating agency. The Participating agency by its authorized official's signature, has agreed to the terms of this MOU.

Name of Participating agency: City of Pismo Beach

Kevin M. Rice
Name

City Manager
Title

K M. Rice
Signature

4 April, 2012
Date

Sheriff Ian Parkinson

4-10-12
Date