



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

D-26

For the meeting of: July 19, 2016

Date: February 2, 2016

To: Board of Supervisors

From: William Damiano, Chief Probation Officer

Subject: Approval of Fugitive Apprehension Team services agreement and 2016/17 Supplemental Budget for budget unit 294 to reimburse law enforcement costs – 4/5 vote required

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement between Humboldt County Probation and local law enforcement agencies to provide realignment fugitive apprehension services
2. Authorize Chief Probation Officer, William Damiano to sign these agreements on behalf of Humboldt County and to sign all future renewal agreements for these services
3. Approve the corresponding supplemental budget in budget unit 294 to reimburse agencies the cost of executing this program

SOURCE OF FUNDING:

Humboldt County Public Safety Realignment Allocation

DISCUSSION:

Prepared by _____

CAO Approval _____

Kathie Hayes

REVIEW: _____

Auditor MBM

County Counsel (Signature)

Human Resources (Signature)

Other _____

TYPE OF ITEM:

- _____ Consent
- _____ Departmental
- _____ Public Hearing
- _____ Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Bass

- Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
- Nays _____
- Abstain _____
- Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: July 19, 2016

By: (Signature)
Kathy Hayes, Clerk of the Board

The Criminal Justice Realignment Act of 2011 made significant changes to the sentencing and supervision of persons convicted of felony offenses. The legislation amended many statutes concerning where a defendant serves his/her sentence, and how a defendant is to be supervised following their release from prison or jail custody. For the Humboldt County Probation Department, this meant assuming supervision responsibilities for Post Release Community Supervision (PRCS) offenders who were released from prison, and Mandatory Supervision offenders released from County Jail. The shift of responsibility from state to county had a significant impact on the jail population which was already at full capacity. In response to this issue, Humboldt County Probation created the Supervised Release Program (SRP) which is an alternative to custody for individuals pending criminal proceedings. These changes created three distinct realignment populations: PRCS offenders, Mandatory Supervision offenders, and SRP participants.

Four years later, the realignment populations constitute approximately 23% of the population under formal supervision by the county. As of June 21, 2016, there were 163 PRCS offenders, 88 Mandatory Supervision Offenders, and 52 SRP participants. Though comprising only 23% of the case load, these populations were responsible for approximately 43% of the violation petitions filed with the court last year. The PRCS and Mandatory Supervision populations are assessed as the highest risk to recidivate under community supervision and therefore necessitate increased focus by service providers, probation officers, and law enforcement agencies. Local data demonstrates that those on supervised release (SRP) who have absconded from supervision are more likely to be involved in criminal activity.

Currently, 28% of the PRCS and Mandatory Supervision population is on warrant status. There are 68 individuals, 93% of whom are considered high risk to re-offend, at large in our community. Their apprehension would improve the safety of the community and potentially reconnect them with rehabilitative services. Locating and apprehending these offenders on warrant status is a high risk activity for law enforcement. Those risks can be mitigated through investigative efforts and through the formation of teams trained to safely enter and secure subjects. Because absconding offenders may be found in any community within the county, this effort requires the coordination of several law enforcement agencies.

The mission of the Fugitive Apprehension Team would be to pursue absconded realignment offenders, take them back into custody, and enforce the terms of their supervision which in turn will reduce their repeated criminal activities in our communities. Statistical data would be kept in regards to subjects taken back into custody, any new charges that may result from these apprehensions, and the locations they were found. This will also provide data to show their impact on vulnerable segments of our communities. Each team would be comprised of one (1) sergeant who will coordinate efforts and supervise the mission, and approximately three (3) officers or deputies, and at least one Probation Officer. It is estimated that two (2) individual operations will be executed monthly.

FINANCIAL IMPACT:

The estimated annual cost of this program is \$72,776, which covers overtime salary and benefits for officers while they are participating in the program. The funding will come from the Humboldt County Public Safety Realignment Allocation which has a current trust balance of \$2,722,828.57 and was supported by a vote of the Community Corrections Partnership (CCP) Executive Committee on January 20, 2016. There is no impact to the County General Fund.

Funding this inter-agency effort supports the Board's strategic framework by enforcing laws and regulations to protect residents and taking steps to protect vulnerable populations.

OTHER AGENCY INVOLVEMENT:

Allied Local Law Enforcement Agencies

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may elect not to approve this request however that is not recommended.

ATTACHMENTS:

1. Professional Services Agreement between Humboldt County and Participating Law Enforcement Agencies
2. Supplemental Budget in budget unit 294 – 4/5 vote required

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF EUREKA, CITY OF ARCATA, CITY OF FORTUNA, CITY OF FERNDALE,
CITY OF RIO DELL, HUMBOLDT COUNTY SHERIFF'S OFFICE, HUMBOLDT COUNTY
DISTRICT ATTORNEY'S OFFICE AND HUMBOLDT STATE UNIVERSITY POLICE
DEPARTMENT
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this ____ day of _____, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Eureka, the City of Arcata, the City of Fortuna, the City of Ferndale, the City of Rio Dell, municipal corporations of the State of California, and the Humboldt County Sheriff's Office, a division of the County of Humboldt, hereinafter referred to as "PARTICIPATING AGENCIES," is made upon the following considerations:

WHEREAS, the Criminal Justice Realignment Act of 2011 made significant changes to the sentencing and supervision of persons convicted of felony offenses; and

WHEREAS, COUNTY has assumed supervision responsibilities for Post Release Community Supervision ("PRCS") offenders released from prison and Mandatory Supervision offenders released from the Humboldt County jail; and

WHEREAS, the PRCS and Mandatory Supervision populations are assessed as the highest risk to recidivate under community supervision and necessitate increased focus by treatment providers, probation officers, and law enforcement agencies; and

WHEREAS, a significant portion of PRCS and Mandatory Supervision populations continue to abscond from supervision, and are subject to an arrest warrant; and

WHEREAS, locating and apprehending absconded offenders is a high risk activity that requires the joint intelligence and coordinated efforts of multiple law enforcement agencies throughout Humboldt County; and

WHEREAS, COUNTY, by and through its Probation Department, desires to oversee the development and operation of a Joint Agency Fugitive Apprehension team ("Jafa Team") to apprehend high-risk offenders who have absconded from supervision; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the development and operation of a Jafa Team in Humboldt County.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RESPONSIBILITIES OF COUNTY:

COUNTY will provide Jafa Team with an amount not to exceed Seventy Two Thousand Seven Hundred and Seventy Six Dollars (\$72,776.00) for the establishment and operation of a Jafa Team, including, but not limited to, the funding of personnel, and fugitive tracking software, in accordance with the payment provisions set forth herein.

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2. RESPONSIBILITIES OF PARTICIPATING AGENCIES:

PARTICIPATING AGENCIES agree to jointly develop, coordinate and operate a Jafa Team designed to apprehend high-risk offenders that have absconded from supervision as described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services and assistance, PARTICIPATING AGENCIES agree to fully cooperate with the Humboldt County Chief Probation Officer or designee thereof, hereinafter referred to as “Chief Probation Officer.”

3. TERM:

The term of this MOU shall begin upon execution by each party hereto and shall remain in full force and effect until June 31, 2017, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, any party hereto fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may immediately terminate this MOU, either in its entirety or with respect to the breaching party, upon notice.
- B. Without Cause. COUNTY may terminate this MOU in its entirety without cause upon thirty (30) days advance written notice to each party hereto. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide PARTICIPATING AGENCIES seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation. In the event of any termination of this MOU, PARTICIPATING AGENCIES shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by any party hereto.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY to all PARTICIPATING AGENCIES for Jafa Team services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Seventy Two Thousand Seven Hundred and Seventy Six Dollars (\$72,776.00). PARTICIPATING AGENCIES hereby agree to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local, state and/or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by PARTICIPATING AGENCIES, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be paid by the party or parties responsible for incurring such unauthorized costs and expenses.

6. PAYMENT:

PARTICIPATING AGENCIES shall submit to COUNTY monthly invoices, itemizing all Jafa Team services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in a format approved by, and shall include backup documentation as specified by the Chief Probation Officer and the Humboldt County Auditor-Controller. PARTICIPATING AGENCIES shall also submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment to PARTICIPATING AGENCIES for Jafa Team services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by PARTICIPATING AGENCIES shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Probation Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Probation Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

PARTICIPATING AGENCIES:

Eureka Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Arcata Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Fortuna Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Ferndale Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Rio Dell Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Humboldt County Sheriff's Office
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Humboldt State University Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Humboldt County District Attorney's Office
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

8. REPORTS:

- A. Operation Reports. PARTICIPATING AGENCIES shall collect statistical data regarding any and all subjects taken into custody as the result of each JAFAs Team operation conducted pursuant to the terms and conditions of this MOU. Such information shall include, without limitation, the identity and location of each individual taken into custody as a result of the JAFAs Team operation as well as any violations of law that were alleged to have been committed while the individual was on abscond status. PARTICIPATING AGENCIES shall report the above-referenced information to COUNTY within thirty days after the completion of each JAFAs Team operation.
- B. General Reporting. PARTICIPATING AGENCIES shall assist COUNTY with the preparation and submission of any and all reports that may be required by local, state and/or federal agencies for compliance with this MOU.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. PARTICIPATING AGENCIES agree to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities related to the services provided hereunder shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. PARTICIPATING AGENCIES hereby agree to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. PARTICIPATING AGENCIES further agree to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because a party's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

PARTICIPATING AGENCIES agree that COUNTY has the right to monitor all JAFAs Team activities related to this MOU, including, without limitation, the right to review and monitor PARTICIPATING AGENCIES' records, programs or procedures, at any time, as well as the overall operation of the JAFAs Team, in order to ensure compliance with the terms and conditions of this MOU.

11. CONFIDENTIAL INFORMATION:

In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

12. NONDISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of the MOU, each party agrees not to unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

Each party certifies by its signature below that it is not a Nuclear Weapons Contractor, in that it is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. Each party agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this MOU, each party certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

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- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The party's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this MOU will:
 - 1. Receive a copy of the party's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of the party's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this MOU and/or termination thereof.

15. INDEMNIFICATION:

- A. Mutual Indemnity. Pursuant to California Government Code Section 895.4, each party agrees to hold harmless, defend and indemnify the other parties, and their agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other parties or their agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding paragraph A above, in the event that more than one party is held to be negligently or willfully responsible, each responsible party will bear its proportionate share of liability as determined in any such proceeding. In such situations, each responsible party shall bear its own costs and attorneys' fees.
- C. Effect of Insurance. Acceptance of insurance required by this MOU does not relieve any party from liability under this provision. This provision shall apply to all claims for damages related to the services performed pursuant to the terms and conditions of this MOU.

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16. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers' compensation policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

PARTICIPATING AGENCIES:

Eureka Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Arcata Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Fortuna Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Ferndale Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Rio Dell Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Humboldt County Sheriff's Office
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Humboldt State University Police Department
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

Humboldt County District Attorney's Office
Attn: [Contact Person]
[Street Address]
[City, State Zip Code]

17. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between eight (8) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts and/or omissions of its personnel participating in the Jafa Team. Personnel assigned to the Jafa team shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

18. COMPLIANCE WITH APPLICABLE LAWS:

Each party agrees to comply with all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this MOU. Each party further agrees to comply with all applicable local, state and federal licensure and certification requirements.

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19. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

21. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

22. WAIVER OF DEFAULT:

The waiver by any party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of any other party hereto. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and the responsible party shall promptly refund, any funds disbursed to such party which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

23. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of each party hereto. No addition to, or alteration of, this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

24. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

25. PRESS RELEASES:

All informational material related to this MOU shall receive approval from COUNTY prior to being released to the media, including, but not limited to, television, radio, newspapers and internet. Each party shall inform COUNTY of all requests for interviews by the media related to this MOU before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Chief Probation Officer.

26. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this MOU.

27. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

28. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by each of the parties hereto, and shall not be construed or interpreted more favorably for one or more parties on the basis that the another party or parties prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

30. FORCE MAJEURE:

No party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

32. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

CITY OF EUREKA:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF ARCATA:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF FORTUNA:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF FERNDALE:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF RIO DELL:

By: _____

Date: _____

Name: _____

Title: _____

[Remaining Signatures on Following Page]

HUMBOLDT COUNTY SHERIFF'S OFFICE:

By: _____

Date: _____

Name: _____

Title: _____

HUMBOLDT COUNTY DISRICT ATTORNEY'S OFFICE:

By: _____

Date: _____

Name: _____

Title: _____

HUMBOLDT STATE UNIVERSITY POLICE DEPARTMENT:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

William Damiano
Chief Probation Officer

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: *A. King*
Risk Analyst

Date: *1/5/10*

EXHIBIT A
SCOPE OF SERVICES
JOINT AGENCY FUGITIVE APPREHENSION TEAM
FOR FISCAL YEARS 2015-2016 THROUGH 2016-2017

Each of the PARTICIPATING AGENCIES will work together, on an as needed basis, but no more than twice per month, to pursue high-risk offenders who have absconded from supervision. The purpose of the Jafa team is to capture wanted fugitives, re-connect them with rehabilitative services, reduce recidivism, and increase the safety and security of the community.

1. SERVICES:

PARTICIPATING AGENCIES shall provide, on an as needed basis, qualified law enforcement officers for assignment to specific temporary Jafa team operations upon request by COUNTY to perform the following services:

- A. Identify and select targets based on analysis of high risk offenders that have absconded from supervision.
- B. Gather and utilize intelligence from local law enforcement agencies, software programs, and all other available resources to locate the possible location of absconded offenders.
- C. Pursue absconded offenders and safely take them into custody.
- D. Collect and maintain statistical data regarding who is taken into custody, where the subject was located and any additional violations of law committed while on abscond status.

4. PLACE OF PERFORMANCE:

Any and all Jafa team operations and activities shall take place within the County of Humboldt.

5. COUNTY RESPONSIBILITIES:

COUNTY shall notify PARTICIPATING AGENCIES of the number and specialties of law enforcement officers required, the date for which the officers are required, and expected time required to fulfill the anticipated operation. In addition, COUNTY shall provide department personnel, support and all other necessary assistance to help facilitate Jafa team operations.

EXHIBIT B
SCHEDULE OF RATES
JOINT AGENCY FUGITIVE APPREHENSION TEAM
FOR FISCAL YEARS 2015-2016 THROUGH 2016-2017

1. PERSONNEL COSTS:

Sergeant	\$64.96 per hour
Officers/Deputies	\$43.30 per hour

2. FUGITIVE TRACKING SOFTWARE:

Lexus Nexus Software License Agreement	\$16,000
Penn Link Software License Agreement	\$10,000

ATTACHMENT 2

**FY 2016/17
SUPPLEMENT BUDGET
BUDGET UNIT PUBLIC SAFETY REALIGNMENT 294**

REVENUES:

1100-294-504410	2011 Public Safety Realignment	\$	72,776.00
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TOTAL REVENUES:		\$	72,776.00
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EXPENDITURES:

1100-294-3522	AB109 Realignment	\$	72,776.00
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TOTAL EXPENDITURES:		\$	72,776.00
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