MEMORANDUM OF UNDERSTANDING
FOR OPERATION OF A JOINT AGENCY FUGITIVE APPREHENSION TEAM

This Memorandum of Understanding ("MOU"), entered into this ____ day of _____, 2019, by and between the following PARTICIPATING AGENCIES.

- City of Arcata
- City of Eureka
- City of Ferndale
- City of Fortuna
- City of Rio Dell
- County of Humboldt, through its Probation & Sheriff's Departments and District Attorney's Office
- Humboldt State University Police Department.

Each PARTICIPATING AGENCY shall be solely responsible for the acts and/or omissions of its personnel participating under this MOU. Personnel of PARTICIPATING AGENCIES participating under this MOU shall be deemed to be continuing under the employment of their PARTICIPATING AGENCY and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers or other officers in their own jurisdictions.

1.   PURPOSE:

The Criminal Justice Realignment Act of 2011 resulted in significant changes to the sentencing and supervision of persons convicted of felony offenses and a large number Post Release Community Supervision ("PRCS") offenders released from prison and Mandatory Supervision offenders released from the Humboldt County jail. 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. A significant portion of PRCS and Mandatory Supervision populations continue to abscond from supervision, are subject to an arrest warrant, and 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. Accordingly, the PARTICIPATING AGENCIES desire to develop and operate a Joint Agency Fugitive Apprehension Team ("JAFA Team") to apprehend high-risk offenders who have absconded from supervision within Humboldt County. 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.

2.   RESPONSIBILITIES OF PARTICIPATING AGENCIES:

A.   PARTICIPATING AGENCIES agree to jointly develop, coordinate and operate a JAFA Team designed to apprehend high-risk offenders that have absconded from supervision within the County of Humboldt. Each of the PARTICIPATING AGENCIES

will work together-on an as-needed basis, but no more than once per week, to pursue high-risk offenders who have absconded from supervision. PARTICIPATING AGENCIES agree to provide, on an as-needed basis, qualified law enforcement officers for assignment to specific temporary JAFA Team operations upon requests coordinated by Eureka Police Department JAFA Coordinator as described in section 2(B). The JAFA Team will perform the following:

- Identify and select targets based on analysis of high-risk offenders that have absconded from supervision.

- Gather and utilize intelligence from local law enforcement agencies, software programs, and all other available resources to locate absconded offenders.

- Pursue absconded offenders and safely take them into custody.

- 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.

- Within 30 days of a JAFA Team operation, provide documentation reporting the number of overtime staff participating, productive hourly rates for all participating overtime staff, and number of hours dedicated to JAFA Team activities as detailed in Section 5 of this MOU.

B.   EUREKA POLICE DEPARTMENT RESPONSIBILITIES:

EPD will 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, EPD will provide department personnel, support and all other necessary assistance to help facilitate JAFA Team operations.

C.   COUNTY PROBATION DEPARTMENT RESPONSIBILITIES:

Upon receipt of JAFA Team documentation from a PARTICIPATING AGENCY, County Probation Department shall calculate the reimbursement for each agency and request reimbursements from the Public Safety Realignment Trust pursuant to section 5 of this MOU.

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 30, 2020, unless sooner terminated as provided herein.

4.   TERMINATION:

Any PARTICIPATING AGENCY may withdraw from this MOU upon thirty (30) days notice in writing, given to each of the other parties.

5.   REIMBURSEMENT:

Each PARTICIPATING AGENCY shall pay, and is ultimately responsible for, all personnel costs incurred by the PARTICIPATING AGENCY associated with this MOU. PARTICIPATING AGENCIES may submit reimbursement requests to the County Probation Department for actual overtime costs incurred as the result of JAFA Team services rendered. Reimbursement requests shall be submitted in the form of an invoice and shall be based on the employee's actual overtime rate, not the rate used to estimate cost for this agreement and shall not exceed the number of hours spent on JAFA Team Services. Requests shall include the employee name, date of operation, number of overtime hours, and the overtime rate for the employee. PARTICIPATING AGENCY Exempt employees and personnel participating in JAFA Team activities during their regular working hours are not eligible for reimbursement.

Please remit reimbursement requests to:

Humboldt County Probation
Attn: Ellisha Hardison, Legal Office Business Manager
2002 Harrison Ave.
Eureka, CA 95501
ehardison@co.humboldt.ca.us

County Probation shall seek reimbursement from the Public Safety Realignment Trust for the overtime costs. It is anticipated the reimbursement costs from the Public Safety Realignment Trust will not exceed $67,600 per year based on the following:

PERSONNEL COSTS (estimated, not actual):

Sergeant, (overtime rate)	$73.50 per hour
Officers/Deputies, (overtime rate)	$55.65 per hour
Average Productive Hourly Rate (rounded)	$65.00 per hour
Operations = 4 hours each	$1300.00 per op
	x 52 weeks
	$67,600.00 Total

6.   <u>NOTICES</u>:

Any notices required 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.

Humboldt County Probation Department   Humboldt County Sheriff's Office
Attn: Shaun Brenneman   Attn: William Honsal
2002 Harrison Ave.   826 4th Street
Eureka, CA 95501   Eureka, CA 95501

Eureka Police Department   Arcata Police Department   Fortuna Police Department
Attn: Steve Watson   Attn: Brian Ahern   Attn: William Dobberstein
604 C Street   736 F Street   621 11th Street
Eureka, CA 95501   Arcata, CA 95501   Fortuna, CA 95540

Ferndale Police Department   Rio Dell Police Department   Humboldt State University
Attn: Bret Smith   Attn: Jeff Conner   Police Department
P.O. Box 1096   675 Wildwood Ave.   Attn: Donn Peterson
Ferndale, CA 95536   Rio Dell, CA 95562   1 Harpst Street

Humboldt County District Attorney's Office
Attn: Maggie Fleming
825 5th Street, 4th Floor
Eureka, CA 95501

7.   <u>RECORD RETENTION</u>:

PARTICIPATING AGENCIES agree to timely prepare accurate and complete records, documents and other evidence relating to the services provided under this MOU, 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.

8.   <u>CONFIDENTIAL INFORMATION</u>:

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.

9. NON-DISCRIMINATION:

In the performance of this MOU, PARTICIPATING AGENCIES shall not unlawfully discriminate 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, or any other classifications protected by local, state or federal laws or regulations.

10. INDEMNIFICATION:

A. Mutual Indemnity. Pursuant to California Government Code Section 895.4, each PARTICIPATING AGENCY 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 in this MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party/parties or its/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.

11. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture/power or any other similar association.

12. 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.

13. 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.

14. SURVIVAL:

The duties and obligations of the parties set forth in Section 7 – Record Retention, Section 8 – Confidential Information and Section 10 – Indemnification shall survive the expiration or termination of this MOU.

15. 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.

16. 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.

17. 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.

18. COUNTERPARTS:

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this MOU transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes.

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

CITY OF EUREKA:

By: _____   Date: _____

Name: Steve Watson
Title: Chief of Police

Authority to Execute Authorized by: _____
[Remaining Signatures on Following Pages]

CITY OF ARCATA:

By: _____   Date: _____

Name: Brian Ahern
Title: Chief of Police

Authority to Execute Authorized by: _____

CITY OF FORTUNA:

By: _____   Date: _____

Name: William Dobberstein
Title: Chief of Police

Authority to Execute Authorized by: _____

CITY OF FERNDALE:

By: _____   Date: _____

Name: Bret Smith
Title: Chief of Police

Authority to Execute Authorized by: _____

CITY OF RIO DELL:

By: _____   Date: _____

Name: Jeff Conner
Title: Chief of Police

Authority to Execute Authorized by: _____

[Remaining Signatures on Following Pages]

HUMBOLDT STATE UNIVERSITY POLICE DEPARTMENT:

By: _____   Date: _____

Name: Donn Peterson
Title: Chief of Police

Authority to Execute Authorized by: _____

HUMBOLDT COUNTY SHERIFF'S OFFICE:

By: _____   Date: _____

Name: William Honsal

Title: Sheriff

Authority to Execute Authorized by: Humboldt County Board of Supervisors action approving MOU and delegating signatory authority dated ___-___-2019.

HUMBOLDT COUNTY DISRICT ATTORNEY'S OFFICE:

By: _____   Date: _____

Name: Maggie Fleming

Title: District Attorney

Authority to Execute Authorized by: Humboldt County Board of Supervisors action approving MOU and delegating signatory authority dated ___-___-2019.

COUNTY OF HUMBOLDT PROBATION DEPARTMENT:

By: _____   Date: _____

Name: Shaun Brenneman

Title: Chief Probation Officer

Authority to Execute Authorized by: Humboldt County Board of Supervisors action approving MOU and delegating signatory authority dated ___-___-2019

<u>INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED</u>:

By: _____   Date: _____
      Risk Analyst