



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-21**

For the meeting of: September 5, 2017

Date: August 14, 2017  
To: Board of Supervisors  
From: William F. Honsal, Sheriff  
Subject: Memorandum of Understanding with Humboldt County Drug Task Force and Participating Agencies

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU) with Humboldt County Drug Task Force for FY2017-18; and
2. Authorize the Sheriff to sign the Memorandum of Understanding and to forward copies to all interested parties.

SOURCE OF FUNDING:

Asset Forfeiture

Prepared by *Norma S. Lorenzo*  
Norma S. Lorenzo, Deputy Director Admin

CAO Approval *J. M. [Signature]*

REVIEW: Auditor \_\_\_\_\_ County Counsel NAD Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg  
Seconded by Supervisor Fennell

Ayes Sundberg, Fennell, Bass, Bohn, Wilson  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

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

Dated: Sep. 5, 2017

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Humboldt County Drug Task Force (HCDTF) was originally established in 1983 in conjunction with the California Department of Justice, Bureau of Narcotic Enforcement (BNE) and local law enforcement agencies. The BNE initially provided management of the task force under the direction of an executive board consisting of the Sheriff, chiefs of local law enforcement agencies, the District Attorney and California Highway Patrol Commander.

Because of the success realized in Humboldt County the executive board members agreed to provide resources to continue HCDTF and in May 2013 your Board approved a MOU that officially designated the Drug Task Force under the management of the Humboldt County Sheriff's Office. Participating agencies included:

- City of Arcata Police Department
- City of Eureka Police Department
- City of Fortuna Police Department
- California Highway Patrol
- Humboldt County District Attorney's Office
- Humboldt County Sheriff's Office
- Bureau of Land Management

Renewed each year on July 1, The MOU outlines the roles and responsibilities of the Sheriff's Office, as well as the participating agencies. Included in the MOU is the delegation of resources by each agency, the responsibilities of the Sheriff's Office, and a formula for equitable sharing of seized assets. The FY 2016-17 MOU expired on June 30, 2017, and the renewal for FY 2017-18 has been circulated to each participating agency for approval and signatures.

A modification was made to the 2017-18 MOU to add the Bureau of Land Management (BLM) as a participating agency. BLM will assign an agent and provide a vehicle and other equipment necessary for task force activities. BLM will receive no shares of asset forfeiture proceeds derived from HCDTF investigations.

FINANCIAL IMPACT:

Each participating agency bears the costs of staff assigned to HCDTF. The daily operational costs of the task force are paid from asset forfeiture proceeds derived from task force activities. The Sheriff's Office manages the HCDTF operational costs in the approved FY2017-18 budget unit 1100-265. Salary expenses for county employees assigned to the task force are covered in the annual General Fund allocation in Sheriff's Operations budget unit 1100-221. No additional funding is requested.

This MOU meets the Board of Supervisors Strategic Plan by helping to build inter-jurisdictional and regional cooperation to enforce laws and regulation that protect the residents of Humboldt County.

OTHER AGENCY INVOLVEMENT: Participating agencies:

City of Arcata Police Department  
City of Eureka Police Department  
City of Fortuna Police Department  
California Highway Patrol  
Humboldt County District Attorney's Office  
Bureau of Land Management

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors may choose not to approve the Memorandum of Understanding with the Humboldt County Drug Task Force, however, this is not recommended since it would leave the Drug Task Force without a governing agreement, and would require additional delay to develop a new agreement.

ATTACHMENTS:

Attachment 1      FY 2017-18 Memorandum of Understanding between County of Humboldt  
Drug Task Force and Participating Agencies

**Attachment 1**

FY 2017-18 Memorandum of Understanding between  
Humboldt County Drug Task Force and Participating Agencies

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) to establish the Humboldt County Drug Task Force (hereinafter HCDTF) is entered into by the Humboldt County Sheriff's Office (hereinafter HCSO) and the following participating agencies:

Humboldt County District Attorney's Office

Arcata Police Department

Eureka Police Department

Fortuna Police Department

California Highway Patrol

Bureau of Land Management

WHEREAS, the participating agencies propose to integrate resources and investigative efforts through the HCDTF to address criminal justice issues related to narcotics within the County; and

WHEREAS, this MOU is entered into pursuant to the Joint Exercise of Powers Act, California Government Code Section 6500, et seq.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to the HCDTF. Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws of the State of California as expressed in the Health and Safety Code, and applicable federal laws relating to the trafficking of controlled substances. Agencies participating in the HCDTF will be targeting investigations toward the apprehension of upper-level narcotic violators. Use of the Task Force concept is intended to ensure well-coordinated narcotic enforcement regionally and increase the flow of narcotic related intelligence information between the various law enforcement agencies.

### II. MISSION

The Mission of the Humboldt County Drug Task Force is to actively investigate the sales, manufacturing and distribution of illicit drugs within Humboldt County by focusing investigative efforts on complex drug trafficking organizations and mid to high level drug traffickers.

### III. TASK FORCE EXECUTIVE BOARD

The HCDF will be governed by the "Humboldt County Drug Task Force Executive Board".

**Participating Agency:** A "Participating Agency" is an allied state, federal or local law enforcement agency that has made a commitment of resources and manpower for an agreed time period.

**Structure:** The HCDF Executive Board will consist of the Sheriff or his designee and the department heads of each participating agency and their designee.

**Role:** The HCDF Executive Board shall meet on a monthly basis for the purpose of reviewing the activities of the HCDF. Also, the members shall have general responsibility for the oversight of HCDF operations.

**Policy Authority:** The HCDF Executive Board shall be responsible for the HCDF policies and operating procedures. The Executive Board shall periodically review and evaluate the HCDF operations, goals, objectives, policies and procedures.

**Chairperson:** The Executive Board shall select a Chairperson at the first meeting in January of each year. The role of Chairperson shall rotate amongst participating agencies each year.

### IV. MANAGEMENT

The management and supervision of the HCDF's resources will be the responsibility of the Sheriff's Lieutenant assigned to act as the Task Force Commander. The Task Force Commander shall retain supervisory control of the personnel assigned to the HCDF. Should the number of law enforcement personnel from participating agencies drop below four, HCSO may terminate the MOU. When the number of law enforcement personnel from participating agencies exceeds nine, HCSO may add a Sergeant.

### V. TASK FORCE COMMANDER

A Lieutenant from HCSO shall be responsible for managing the HCDF and will report to the HCDF Executive Board through the Chairperson of the Executive Board. The Task Force Commander will provide the Executive Board with monthly and annual reports of HCDF activities. Any personnel assigned to the HCDF shall adhere to the published policies and procedures of the HCDF. The Executive Board will be provided an opportunity to provide comments at the time the Sheriff's Department prepares an employee evaluation for the Task Force Commander. In the event the Executive Board is dissatisfied with the performance of the individual assigned as the Task Force Commander, the Sheriff will confer with the Executive Board to resolve performance issues.

### VI. COMPENSATION

Each participating agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with FLSA regulations.

## **VII. BUDGET**

The HCSO will prepare a proposed budget each year (date to be determined by the Executive Board) for the ensuing fiscal/calendar year for approval by the Executive Board. A quarterly report of expenditures shall accompany the statistics report submitted to the Executive Board as outlined in the Policy and Procedure Manual.

## **VIII. PROPERTY CUSTODIAN SERVICES**

Eureka Police Department (EPD) will provide property custodian services to the HCDF. The Property Custodian shall work days and hours (up to 40 hours per week) mutually agreed upon by the EPD and HCDF. EPD will provide chain of custody on evidence seized as outlined in the Policy and Procedure Manual. The HCDF will pay the city of Eureka a yearly total of \$50,000 billed on a semi-annual basis to include personnel costs and/or costs associated with property and evidence services.

## **IX. TRAINING**

Training is handled by participating agencies according to their individual budgets. A yearly training plan for all HCDF personnel, sworn and non-sworn, shall be prepared upon their assignment to the HCDF. In addition, a yearly group training plan shall be prepared and submitted with the HCDF's yearly budget proposal.

## **X. ANNUAL REPORT**

The Task Force Commander will provide the HCDF Executive Board with an annual report of activity no later than March 15<sup>th</sup> of each year. This report will summarize the preceding calendar year's operation and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports. The report shall contain sufficient information regarding controlled substance abuse and trafficking trends to enable the Executive Board to reassess Task Force goals and objectives.

## **XI. RESOURCES**

Each of the below-listed agencies have agreed, by virtue of the signature of the department head affixed to this MOU, to contribute the following personnel and/or resources to the HCDF in each year of this agreement.

Sheriff's Office:

One Lieutenant, two sheriff's deputies, three undercover vehicles, standard complement of investigative and safety equipment. Miscellaneous administrative support.

Arcata Police Department:

One police officer, one undercover vehicle, standard complement of investigative and safety equipment.

Eureka Police Department:	One police officer, one undercover vehicle, standard complement of investigative and safety equipment.
Fortuna Police Department	One police officer, one undercover vehicle, standard complement of investigative and safety equipment.
District Attorney's Office:	One investigator, undercover vehicle, standard complement of investigative and safety equipment. One secretary and miscellaneous legal support.
California Highway Patrol:	One police officer, one undercover vehicle, standard complement of investigative and safety equipment.
Bureau of Land Management:	One police officer, one undercover vehicle, standard complement of investigative and safety equipment.

## **XII. FACILITIES, EQUIPMENT & PROPERTY**

When the number of law enforcement personnel from participating agencies drops permanently below four, HCSO may terminate the MOU. In such cases, any balance of the facilities lease agreement (or any contractual agreements) will be paid with asset forfeiture funds prior to distribution.

Any and all property, including equipment, furniture, furnishings of whatever kind or description, purchased or acquired with HCSO funds shall be the property of HCSO and at the termination of this agreement, and whereupon no new agreement is reached, all said property shall be returned to HCSO.

All equipment purchased with HCDTF or seized funds which are damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to the HCDTF shall be repaired or replaced by the agency of the responsible employee at the determination of the HCDTF Commander.

With respect to facilities, a determination needs to be made as to who pays what share for the following items:

1. Lease of office space: *Paid by HCDTF budget.*
2. Monthly telephone equipment, local and long distance charges: *Paid by HCDTF budget.*
3. Utilities: *Paid by HCDTF budget.*
4. Alarm equipment including maintenance and monitoring: *Paid by HCDTF budget.*



5. CLETS/local agency access computer: *Paid by HCDF budget.*
6. Evidence storage and alarm security: *Paid by HCDF budget.*
7. Janitorial services: *Paid by HCDF budget.*

## **XII. ASSET FORFEITURE**

Based on the attached asset forfeiture agreement (Attachment A), proceeds derived from asset forfeiture, under state or federal law, initiated in the course of investigations conducted by the HCDF, will be shared equitably among member agencies. The equitable sharing will be based on the attached formula developed by the HCDF Executive Board. All forfeiture procedures and sharing will be based upon the appropriate provisions of state or federal law and policy. Modification to the asset forfeiture agreement requires approval in writing by members of the HCDF Executive Board.

California Highway Patrol (CHP) initiated drug arrests by non-Task Force personnel resulting in the confiscation of more than personal use quantities of controlled substances and/or illegal drug-related assets will be turned over to the HCDF for follow-up investigation. When the HCDF is notified of drug investigations which meet the above criteria, it is the expectation of the CHP that the HCDF will accomplish the following:

1. Either telephonically decline to respond or arrive at the scene or local CHP area office within the jurisdiction of the signatory agency within one (1) hour of notification. Upon the arrival of the signatory agency, they may decline to handle the investigation to its conclusion. By no means shall the signatory agency be obligated to handle drug investigations originated by the CHP.
2. If accepted, the HCDF shall conduct a thorough and comprehensive investigation into the related incident and initiate any necessary supplemental investigation, including any asset forfeiture proceedings, pursuant to Health and Safety Code sections 11470 et al. A copy of the investigation report is to be provided to the CHP, attention Asset Forfeiture Coordinator.
3. If not accepted, the CHP will handle the investigation, including any asset forfeiture proceedings, to conclusion utilizing area and/or division resources and will be entitled to the full law enforcement share, pursuant to Health and Safety Code section 11489(b)(2)(A).
4. Refer non-qualifying State cases to the appropriate federal agency for evaluation and possible adoption.

## **XIII. ADMINISTRATION AND AUDIT**

In no event shall the members of the agencies charge any indirect costs to HCSO for administration or implementation of this agreement during the term thereof. Any and all records pertaining to HCDF expenditures shall be readily available for examination and audit by HCSO or any other participating agency. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after termination of the agreement, whichever is sooner.

#### **XIV. INSPECTION PROCESS**

At change of command, an audit of the controlled substance evidence, undercover funds, weapons and specialized equipment shall be performed.

#### **XV. NONDISCRIMINATION CLAUSE**

All participating agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U. S. Department of Justice (CFR Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities.

#### **XVI. RESPECTIVE RESPONSIBILITIES; INDEMNIFICATION**

Each participating agency of the HCDF shall be responsible for the acts of its participating officer(s) and shall incur any liability arising out of the services and activities of those officers while participating in the HCDF. Personnel assigned to the HCDF 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.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed on the participating agencies pursuant to Government Code section 895.6, the participating agency shall not be shared pro rata but instead, pursuant to Government Code 895.4, each participating agency agrees to indemnify, defend and hold the other participating agencies (including its officials, officers, employees, contractors and agents) free and harmless from and against any and all losses arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, whether actual or alleged or threatened, including attorney's fees and costs, in connection with or arising directly or indirectly out of the performance, conduct, acts or omissions of its participating officer(s).

#### **XVII. POLICY AND PROCEDURE MANUAL**

It is agreed that all members of the Task Force shall abide by the applicable policies and procedures as expressed in the HCDF manual, which is specific in content to the needs, objectives and goals of the HCDF.

#### **XVIII. TERM OF AGREEMENT**

The term of this agreement will begin on the date of last signature and remain in effect until **June 30, 2018**. If any changes occur (i.e. withdrawal of a participating agency and/or addition of new participating agency, etc.), a new MOU must be circulated within 30 calendar days of the change. The term of this agreement may be canceled by notice in writing to the HCDF Executive Board Chairperson thirty (30) days prior thereof. HCDF will only be responsible for financial obligations incurred by HCDF participating agencies during the term of this agreement.

The MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and same agreement.

\* Entering Confined Spaces: California Highway Patrol employees, including those assigned to a drug task force, shall not enter confined spaces (as described in Title 8, Section 5156 General Industry Safety Orders) unless a task force supervisor trains, equips, and operates task force pursuant to Title 8, Section 5157 et seq.

## ATTACHMENT A

### EQUITABLE SHARING FORMULA

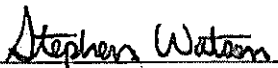
1. Humboldt County Sheriff's Office Three shares
2. Humboldt County District Attorney's Office Two shares
3. Eureka Police Department One share
4. Arcata Police Department One share
5. Fortuna Police Department One share
6. California Highway Patrol:  
The CHP will receive no shares from asset forfeiture proceeds derived from HCDTF investigations. Twenty-five percent (25%) of all assets seized from routine CHP patrol stops will be channeled directly to the California Highway Patrol through the District Attorney's Office.
7. Bureau of Land Management:  
The Bureau of Land Management will receive no shares from asset forfeiture proceeds derived from HCDTF investigations.

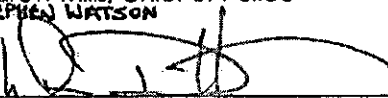
Disbursements will be done on an annual basis commencing January 2014 and every January thereafter. Disbursements will be made in accordance with the MOU as long as the agency has participation in the HCDTF 80% of the previous calendar year, notwithstanding the normal employee benefits, and must be represented on the HCDTF Executive Board. The MOU will become effective upon signature. Executive Board participation will require assignment of a person to the Task Force.

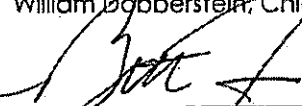
MEMORANDUM OF UNDERSTANDING


Drug Task Force Executive Committee

  
Arcata Police Department  
Tom Chapman, Chief of Police


  
Eureka Police Department  
Andrew Mills, Chief of Police  
STEPHEN WATSON

  
Fortuna Police Department  
William Dobberstein, Chief of Police

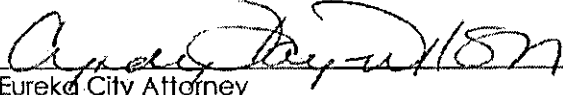
  
California Highway Patrol, Humboldt Area  
Brett Fabbri, Captain, CHP Commander

  
Humboldt County District Attorney's Office  
Maggie Fleming, District Attorney

  
Humboldt County Sheriff's Office  
William Honsal, Sheriff

  
Bureau of Land Management- Office of Law  
Enforcement  
Nathan Mendes, Assistant Special Agent in  
Charge

Approved as to Form:



Eureka City Attorney  
Cindy Day-Wilson

---

Fortuna City Attorney  
David Tramberg



Arcata City Attorney  
Nancy Diamond

---


N/A

Humboldt County Counsel  
Jeffery Blanck, County Counsel

Approved as to Form:

---

Eureka City Attorney  
Cyndy Day-Wilson



---

Fortuna City Attorney  
David Tranberg

---

Arcata City Attorney  
Nancy Diamond

N/A

---

Humboldt County Counsel  
Jeffery Blanck, County Counsel