

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) to continue the operation of the Humboldt County Drug Task Force (hereinafter HCDF) 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

WHEREAS, the participating agencies propose to integrate resources and investigative efforts through the HCDF 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., however this MOU does not provide for the creation of an agency or entity that is separate from the parties to the agreement.

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 HCDF. 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 HCDF 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 HCDF Sergeant will have responsibility of the day-to-day operations of task force personnel while they operate as members of the HCDF. Any allegations of poor performance and/or misconduct by a member of the HCDF shall be immediately referred to the attention of a sworn manager of the respective employing agency of that HCDF member. The HCDF Task Force Commander will have responsibility for providing a recommendation to the Executive Board in closed session for the removal of any HCDF member regarding their performance or conduct.

V. TASK FORCE COMMANDER

A lieutenant from the HCSO shall be responsible for managing the HCDF. The Task Force Sergeant 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 Office prepares an employee evaluation for the Task Force Commander and Task Force Sergeant. In the event the Executive Board is dissatisfied with the performance of the individual assigned as the Task Force Commander or the individual assigned as the Task Force Sergeant, 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 AND FUND MAINTENANCE

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.

All DTF funds shall be maintained in the Humboldt County Treasury and reflected in the HCSO annual budget. The DTF Budget and funds are subject to the review and oversight of the Humboldt County Board of Supervisors, Humboldt County Treasurer/Tax Collector, and Humboldt County Auditor, subject to the provisions herein. Except as otherwise provided herein, all DTF expenditures shall be made pursuant to the County of Humboldt Purchasing Policy.

VIII. 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. Additionally, HCDF will prepare an annual training plan as part of the yearly budget submittal to be paid for by the HCDF (the "HCDF Training Budget"). Participating Agency staff assigned to HCDF shall be considered "Authorized Personnel" and be reimbursed for travel expenses related to the HCDF Training Budget in accordance with the County of Humboldt Expense and Reimbursement Policy.

IX. ANNUAL REPORT

The Task Force Sergeant will provide the HCDF Executive Board with an annual report of activity no later than March 15th 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.

X. RESOURCES

Each of the below-listed agencies have agreed, by virtue of the duly authorized 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, one Sergeant, one sheriff's deputy, 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, one undercover vehicle, standard complement of investigative and safety equipment. One Crime Analyst and miscellaneous legal support.
California Highway Patrol:	One police officer, one undercover vehicle, standard complement of investigative and safety equipment.

XII. FACILITIES, EQUIPMENT & PROPERTY

If 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 HCDF funds shall be distributed per the asset forfeiture agreement outlined in Attachment A.

All equipment purchased with HCDF 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 HCDF shall be repaired or replaced by the agency of the responsible employee at the determination of the HCDF Commander.

HCDF will only be responsible for financial obligations incurred by HCDF participating agencies during the term of this MOU and prior to the date of withdrawal of any participating agency.

Payment of facility expenses shall be as follows:

1. Lease of office space: *Paid by HCDF budget.*
2. Monthly communications and high-speed internet equipment, local and long-distance charges: *Paid by HCDF budget.*
3. Utilities: *Paid by HCDF budget.*
4. Alarm equipment including maintenance and monitoring: *Paid by HCDF 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.*

XI. 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

HCDTF, will be shared equitably among member agencies in accordance with the equitable sharing formula in Attachment A. 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 HCDTF 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 HCDTF for follow-up investigation. When the HCDTF is notified of drug investigations which meet the above criteria, it is the expectation of the CHP that the HCDTF 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 HCDTF 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.

XII. 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 HCDTF 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.

XIII. INSPECTION PROCESS

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

XIV. 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.

XV. RESPECTIVE RESPONSIBILITIES; INDEMNIFICATION

Each participating agency of the HCDTF 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 HCDTF. Personnel assigned to the HCDTF 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).

XVI. 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 HCDTF manual, which is specific in content to the needs, objectives and goals of the HCDTF. In instances where California Highway Patrol (CHP) policies differ from the Task Force policy, the California Highway Patrol Policy shall be adhered to by California Highway Patrol personnel assigned to the Task Force. CHP personnel assigned to the Humboldt County Drug Task Force shall be deemed to be continuing under the employment of the CHP and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred as a CHP officer. All terms and conditions of the employee's labor contract shall be in effect, and shall be abided by, even though the employee is assigned to the Humboldt County Drug Task Force.

The following procedure regarding traffic collisions shall be adhered to in the event that a California Highway Patrol personnel assigned to the Task Force find themselves in an accident involving the operation of a county or other police department vehicle:

1. The Task Force Commander will notify the CHP, as soon as practical, of any Citizen's Complaints or potential Adverse Action Investigations. The Task Force Commander will meet and confer to determine responsibility for the investigation. If necessary, the investigation will be jointly conducted with the CHP and appropriate Task Force management.
2. The Task Force Commander will notify the CHP, as soon as practical, of any injury or vehicle collision involving CHP personnel assigned to the Task Force. The Task Force Commander will ensure initial treatment/care is provided to CHP personnel assigned to the Task Force. A CHP sergeant will complete all associated reports for any work-related injuries. The Task Force Commander will meet and confer to determine responsibility for the investigation. If

necessary, the investigation will be jointly conducted with the CHP and appropriate Task Force management.

3. In the event of a vehicle collision where a CHP employee assigned to the Task Force is driving, the CHP shall respond and document the collision.

XVII. TERM AND TERMINATION

The term of this MOU will begin on **June 30, 2022** and remain in effect until **June 30, 2027**.

A participating agency may withdraw from this MOU by providing notice in writing to the HCDTF Executive Board Chairperson and the Sheriff at least thirty (30) days in advance of withdrawal. Should the number of law enforcement personnel from participating agencies drop below four, HCSO may terminate the MOU. HCSO may also terminate this MOU without cause by providing written notice to the member agencies at least thirty (30) days prior to termination.

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 effective date of the change.

XIX. 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.

XX. 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 to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized. 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.

ATTACHMENT A

ASSET FORFEITURE SHARING AGREEMENT

Disbursements may be done once per fiscal year (July 1st to June 30th), HCDF Executive Board may decide which month of each fiscal year to make a disbursement.

An agency is eligible for their share of the disbursement as long as the agency has been participating in the HCDF 80% of the previous twelve-month period prior to the disbursement being approved by the HCDF Executive Board. (Notwithstanding the normal employee benefit time) and the agency must be represented on the HCDF Executive Board.

The available amount to distribute shall be calculated as follows:

Plus:	Total balance of HCDF Trust Fund 3644 and 3645 as of last day of the month prior to HCDF meeting where the disbursement will be voted on. The Trust Fund Balances will reflect all expenses and revenue to date.
Less:	15% Prevention Program Contributions if they haven't already been journaled to a separate trust.
Less:	Encumbrance for Annual Lease Payments that haven't been paid as of the date of calculation.
Less:	County Overhead Budgeted Expenses that haven't posted as of the date of calculation.
Less:	HCSO Property/Evidence Expenses that haven't posted as of the date of calculation.
Less:	2 Years of Operating Expenses. This is set at \$200,000/year for a total of \$400,000 as of 7/1/2022. <i>This operating expense cushion may be adjusted by the HCDF Executive Board once per fiscal year by a passing motion as recorded in the HCDF minutes.</i>
Equals:	Total Trust Fund Balance Available to Distribute.

EQUITABLE SHARING FORMULA

The total trust fund balance available to distribute shall be allocated per the equitable sharing formula below and in accordance with all the terms of this MOU.

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 HCDF 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.

IN WITNESS WHEREOF, the parties have entered into this MOU,

ARCATA POLICE DEPARTMENT:

By: _____

BRIAN AHEARN,
Chief of Police

Date: _____

10/12/22

EUREKA POLICE DEPARTMENT:

By: _____

TODD JARVIS,
Chief of Police

Date: _____

11/15/22

FORTUNA POLICE DEPARTMENT:

By: _____

CASEY DAY,
Chief of Police

Date: _____

07/14/2022

CALIFORNIA HIGHWAY PATROL, HUMBOLDT AREA:

By: _____

SHAWN MORRIS,
Captain, CHP Commander

Date: _____

5/13/2022

HUMBOLDT COUNTY DISTRICT ATTORNEY'S OFFICE:

By: _____

MAGGIE FLEMING,
District Attorney

Date: _____

HUMBOLDT COUNTY SHERIFF'S OFFICE:

By: _____

WILLIAM HONSAL,
Sheriff

Date: _____