



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-23

For the meeting of: December 15, 2015

Date: November 19, 2015
To: Board of Supervisors
From: Michael T. Downey, Sheriff
Subject: Acceptance of the Memorandum of Agreement with the United States Coast Guard to Provide Law Enforcement and Emergency Response on Coast Guard Properties

RECOMMENDATION(S):

That the Board of Supervisors:

1. Accept the Memorandum of Agreement between the United States Coast Guard (USCG) and Humboldt County Sheriff's Office to provide law enforcement and emergency response on USCG properties, and
2. Authorize the Sheriff to sign two (2) original copies of the Memorandum of Agreement and amendments thereto, in the name of the Humboldt County Sheriff's Office, and all other documents required by USCG for participation in the Memorandum of Agreement.

SOURCE OF FUNDING: United States Coast Guard

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

CAO Approval Anthony Rosen

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 Lovelace

Seconded by Supervisor Bass

Ayes Sundberg, Lovelace, Fennell, Böhn, Bass

Nays

Abstain

Absent

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

Dated: Dec. 15, 2015

By: Kathy Hayes
Kathy Hayes, Clerk of the Board

DISCUSSION:

The United States Coast Guard has recently updated the Sector Humboldt Bay Physical Security Plan. The Physical Security Plan is necessary to provide protection of USCG personnel and property, and defines specific procedures that apply to the area and buildings that comprise the Sector complex headquartered at 1001 Lycoming Way, McKinleyville, California.

While the USCG provides personnel to stand gate guard and make security rounds, Sector Humboldt Bay does not normally maintain standing security forces at the site. Provisions of 14 U.S.C. 141 authorize USCG to use its personnel and facilities when requested to assist other federal, state, and local government agencies, and USCG may, in turn, utilize the personnel and facilities of other government agencies. USCG wishes to enter into a Memorandum of Agreement (MOA) with the Humboldt County Sheriff's Office (HCSO) to provide law enforcement and emergency response at USCG federal properties in Samoa, McKinleyville, and Eureka for the protection of equipment, facilities and personnel (Attachment 1).

The new MOA will become effective upon the date of signature by both parties and contains no expiration date. The MOA will be reviewed annually and either party may terminate the MOA upon written notice to the other party.

FINANCIAL IMPACT:

The MOA contains no funding terms. All necessary expenses incurred as a result of operation under the terms of the MOA shall be paid by the responsible party. USCG and HCSO will enter into a separate funding agreement to determine reimbursement rates.

Approval of the USCG Memorandum of Agreement for law enforcement and emergency assistance services meets the Board of Supervisors' Strategic Framework Plan by ensuring inter-jurisdictional and regional cooperation to provide community appropriate levels of service.

OTHER AGENCY INVOLVEMENT: United States Coast Guard

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could deny the authorization to accept the USCG Memorandum of Agreement for law enforcement and emergency response, however, this is not recommended as it would leave the County without an agreement and negotiated reimbursement for services performed at Sector Humboldt Bay facilities.

ATTACHMENTS:

Attachment 1	Memorandum of Agreement between United States Coast Guard and Humboldt County Sheriff's Office for Law Enforcement and Emergency Response
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ATTACHMENT 1

Memorandum of Agreement between United States Coast Guard
and Humboldt County Sheriff's Office for
Law Enforcement and Emergency Response

**MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. COAST GUARD AND
HUMBOLDT COUNTY (CALIFORNIA) SHERIFF'S OFFICE REGARDING LAW
ENFORCEMENT AND EMERGENCY RESPONSE ON UNITED STATES COAST
GUARD PROPERTIES.**

1. **PARTIES.** The parties to this agreement are the United States Coast Guard (USCG) and the Humboldt County (California) Sheriff's Office (HCSO).
2. **AUTHORITY.** This Agreement is authorized under the provisions of 14 U.S.C 141, which provides that USCG is authorized to use its personnel and facilities when requested to assist other Federal, state and local government agencies in performing any activity for which such personnel and facilities are especially qualified and which also authorizes USCG to utilize the personnel and facilities of other government agencies.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which USCG and HCSO will coordinate response to requests for law enforcement and emergency assistance at USCG federal properties in Samoa, McKinleyville, and Eureka, California, and protection of the equipment, facilities and personnel at those locations.
4. **RESPONSIBILITIES.**

a. **USCG:**

(1) When an armed law enforcement response is required on Coast Guard properties in Humboldt County, California, USCG shall notify HCSO with as much relevant information available and make a verbal request for assistance. USCG shall grant access to the necessary property and facilities upon arrival of HCSO law enforcement personnel.

(2) If necessary, USCG shall provide security personnel to assist or relieve HCSO law enforcement personnel. USCG shall provide timely relief within a period not to exceed two hours of HCSO response.

(3) USCG shall make best efforts to have Coast Guard Housing residents limit calls to HCSO to those emergencies regarding protection of life, limb and property to which USCG is unable to adequately respond.

(4) USCG shall notify the California Highway Patrol and request response and investigative assistance on all traffic accidents involving death or injury necessitating medical transportation.

(5) USCG shall inform all residents of Coast Guard Housing in Humboldt County, California that the HCSO acts under the authority of the Commander, Coast Guard Sector Humboldt Bay, when responding to emergency calls and thus all persons on the premises shall comply with the directions of responding HCSO law enforcement personnel in the same manner and with the same urgency offered to the Commander.

(6) USCG shall inform all residents of Coast Guard Housing in Humboldt County, California that responding HCSO law enforcement personnel are authorized to investigate the facts surrounding an emergency call or request for assistance.

b. HCSO:

(1) HCSO will make best efforts to respond with armed law enforcement personnel within 15 minutes after a request for assistance or emergency call has been made. Such law enforcement personnel shall be granted access to necessary Coast Guard property and facilities and allowed to detain or arrest residents if the need arises.

(2) If a response is requested to Coast Guard property in McKinleyville, HCSO, if necessary, will remain at the property until relieved by USCG or for a period of time not to exceed two hours.

(3) HCSO shall respond to emergency calls from or concerning Coast Guard Housing in Eureka, California.

(4) If the California Highway Patrol is not available, the HCSO will respond and cite violations of the California Vehicle Code on Coast Guard property.

(5) As soon as practicable, HCSO shall contact USCG in order to ensure compliance with military and federal laws and regulations.

(6) In the event HCSO determines that it is necessary to detain or arrest a resident of Coast Guard Housing as a result of any criminal incident, HCSO will contact USCG.

5. **JURISDICTION.** The intention of this Agreement is not to cede jurisdiction of criminal matters. Whenever possible, joint investigations will be conducted by competent federal and state investigative authorities, and the final decision on jurisdiction for the purpose of prosecution in federal, military, or state court will be resolved between the legal staffs of the concerned civilian and military jurisdictions. It is the intention of the parties that jurisdiction and venue for the purpose of prosecution will be resolved at a time after response.
6. **EXPENSES AND REIMBURSEMENT.** This Agreement does not constitute a funding document. All necessary expenses incurred as a result of operation under the terms of this Agreement shall be paid from the appropriated funds of the responsible party according to the responsibilities cited above. The parties shall enter into a separate funding agreement if reimbursement of expenses is desired.
7. **REPORTING AND DOCUMENTATION.** No specific documentation is required of either party per this Agreement.

8. **POINTS OF CONTACT.** Each party shall use the following points of contact to initiate action under the terms of this Agreement or to arrange drills and planning sessions in furtherance of this Agreement. The points of contact shall be responsible for ensuring that all necessary notifications are made to respective commands, staffs and personnel. Notice to either party under this agreement will be effective upon receipt by the named point of contact at the addresses and fax numbers listed below.

a. **USCG:**

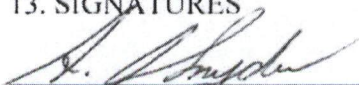
Sector Humboldt Bay
Command Security Officer
1001 Lycoming Way
McKinleyville, CA 95519
Phone: (707) 839-6130

b. **HCSO:**

Operations Commander
826 4th Street
Eureka, CA 95501
Phone: (707) 445-7251
Fax: (707) 445-7298

9. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard, U.S. Department of Homeland Security or the HCSO. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of the Agreement shall remain in full force and effect.
10. **EFFECTIVE DATE.** The terms of the Agreement will become effective upon the date of signature of both parties.
11. **MODIFICATION.** This Agreement may be modified upon the mutual written consent of the parties.
12. **TERMINATION.** The terms of this Agreement, as modified, will remain in effect until both parties agree to terminate it. Either party may immediately terminate this Agreement upon written notice to the other party. This Agreement will be reviewed annually by both parties.

13. **SIGNATURES**


A. J. Snyder
Captain, U.S. Coast Guard
Commander, Sector Humboldt Bay
Date: OCT 19 2015

Michael Downey
Sheriff
Humboldt County Sheriff's Office
Date: _____