

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) to establish 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

Bureau of Land Management

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.

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 HCDTF 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 HCDTF Executive Board will consist of the Sheriff or his designee and the department heads of each participating agency and their designee.

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

Policy Authority: The HCDTF Executive Board shall be responsible for the HCDTF policies and operating procedures. The Executive Board shall periodically review and evaluate the HCDTF 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 HCDTF'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 HCDTF. 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 HCDTF and will report to the HCDTF Executive Board through the Chairperson of the Executive Board. The Task Force Commander will provide the Executive Board with monthly and annual reports of HCDTF activities. Any personnel assigned to the HCDTF shall adhere to the published policies and procedures of the HCDTF. 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 HCDTF. The Property Custodian shall work days and hours (up to 40 hours per week) mutually agreed upon by the EPD and HCDTF. EPD will provide chain of custody on evidence seized as outlined in the Policy and Procedure Manual. The HCDTF 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 HCDTF personnel, sworn and non-sworn, shall be prepared upon their assignment to the HCDTF. In addition, a yearly group training plan shall be prepared and submitted with the HCDTF's yearly budget proposal.

X. ANNUAL REPORT

The Task Force Commander will provide the HCDTF 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.

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 HCDTF 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.

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| 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 HCDTF budget.*
6. Evidence storage and alarm security: *Paid by HCDTF budget.*
7. Janitorial services: *Paid by HCDTF 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 HCDTF, will be shared equitably among member agencies. The equitable sharing will be based on the attached formula developed by the HCDTF 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 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.

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 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.

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 HCETF 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 HCETF. Personnel assigned to the HCETF 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 HCETF manual, which is specific in content to the needs, objectives and goals of the HCETF.

XVIII. TERM OF AGREEMENT

The term of this agreement will begin on the date of last signature and remain in effect until **June 30, 2019**. 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 HCETF Executive Board Chairperson thirty (30) days prior thereof. HCETF will

only be responsible for financial obligations incurred by HCDDTF 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
One share of Asset forfeiture proceeds derived from HCDDTF investigations shall apply to Fortuna Police Department beginning September 9, 2015 and continuing according to the terms of the agreement.
6. California Highway Patrol:
The CHP will receive no shares from asset forfeiture proceeds derived from HCDDTF 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 HCDDTF 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 HCDDTF 80% of the previous calendar year, notwithstanding the normal employee benefits, and must be represented on the HCDDTF 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
Richard Ehle, Interim Chief of Police



Eureka Police Department
Steve Watson, Chief of Police



Fortuna Police Department
William Dobberstein, Chief of Police



California Highway Patrol, Humboldt Area
Stacy Barr, Captain, CHP Commander



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

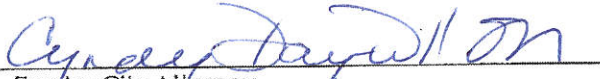



Humboldt County Sheriff's Office
William Honsal, Sheriff




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

Approved as to Form:


Eureka City Attorney
Cyndy Day-Wilson


Arcata City Attorney
Nancy Diamond


Fortuna City Attorney
David Tranberg