

**MEMORANDUM OF UNDERSTANDING
FOR THE DISTRIBUTION OF SEIZED & FORFEITED FUNDS**

I

GENERAL PROVISIONS

Mendocino County Sheriff's Office, Ukiah Police Department, Willits Police Department, Fort Bragg Police Department, the Mendocino County District Attorney's Office and California State Law Enforcement Agencies participating in the Mendocino County Major Crimes Task Force (MMCTF) hereby continues the multi-agency endeavor under the name of **Mendocino County Asset Forfeiture Unit (MCAFU)**. This unit may provide (1) legal services, (2) storage, placement into service, and liquidation of seized and forfeited property, (3) accounting for and distribution of funds in conjunction with the Mendocino County Auditor's Office, (4) financial investigations, (5) assistance in drafting search warrants, 3-day holds and seizure orders, (6) referral to federal authorities for adoptive forfeitures and (7) any other forfeiture services as needed for the parties signing this Memorandum of Understanding, for the County of Mendocino Marijuana Eradication Team (COMMET) and to visiting state and federal law enforcement agencies in order to maximize the deterrent effect of asset forfeiture on commercial drug traffic and major narcotic violators.

II

PARTIES TO THIS AGREEMENT

The parties to this agreement are as follows:

1. Mendocino County District Attorney's Office
2. Mendocino County Sheriff's Office
3. Ukiah Police Department
4. Willits Police Department
5. Fort Bragg Police Department
6. California State Law Enforcement Agencies participating in the MMCTF.

III

DISTRIBUTION

A. Deduction of Expenditures.

As provided in Health and Safety Code section 11489(b)(1) the Mendocino County District Attorney's shall be reimbursed for all expenditures made or incurred by it in connection with the sale of the property, including expenditures for any necessary costs of notice required by Section 11488.4, and for any necessary repairs, storage, or transportation of any property seized under this chapter. It is understood by the parties that all reasonable costs and expenses to processing an asset forfeiture case such as storage, towing, publishing, and repairing will be deducted from the total asset value before any distributions are made.

B. Distribution of Remaining Funds.

The remaining funds shall be distributed as follows:

1. Ten (10%) percent to the Mendocino County District Attorney's Office.
2. Twenty-four (24%) percent to the State General Fund as required under Health and Safety Code section 11489(b)(2)(C).
3. One (1%) to the California District Attorneys Association as the qualifying non-profit organization under Health and Safety Code section 11489(b)(2)(D).
4. Sixty-four (64%) percent to be distributed as follows:

A. Twenty-Five (25%) percent of this sixty-four (64%) percent to the Law Enforcement Administrators Association (LEAA) Education Fund and Regional Training Trust Fund, divided for the described purposes in the following manner: Seventy Five (75%) to the LEAA Education Fund with the actual distribution of this fund accordance with Health and Safety Code section 11489(b)(2)(A)(i) and shall be determined by a panel consisting of the Mendocino County Sheriff, District Attorney, Chief Probation Officer for the Mendocino County Probation Department, Ukiah Police Chief, Fort Bragg Police Chief, and Willits Police Chief. The remaining twenty five (25%) percent to the LEAA Regional Training Trust fund for future development of a Regional Law Enforcement Training Facility to benefit all Law Enforcement Agencies in Mendocino County. Use of this trust will be determined by a majority vote of the members of the LEAA.

B. The remainder shall be considered "Discretionary Funds" and will be distributed to the participating agencies in the following manner:

- (i) Twenty-Five (25%) percent to the Finder Agency as its finder share.
- (ii) Seventy-Five (75%) percent to the six member agencies, share and share alike:

Mendocino County Sheriff's Office
Ukiah Police Department
Fort Bragg Police Department
Willits Police Department
Mendocino County District Attorney's Office
Mendocino Major Crimes Task Force

- (iii) When the above Seventy-Five (75%) percent totals less than \$1,000.00, then the entire Seventy-Five (75%) percent will *not* be distributed to the above six member agencies. Instead, those sums will be distributed to the Mendocino Major Crimes Task Force (MMCTF) and the County of Mendocino Marijuana Eradication Team (COMMET) to be divided equally among them. This sum shall be in addition to any Finder's Share owing to COMMET.

As of June 30, 2010, MMCTF will no longer receive a Finders Share for any forfeiture unless it is determined by the parties to this agreement at the time of annual review, based on an annual CPA audit of all forfeiture funds held by MMCTF, (CPA Audit to be completed in by June of each Fiscal Year, prior to the annual agreement review), that it is necessary to reinstate the Finders Share for any particular case, in order to stimulate the operational needs of the MMCTF.

- (iv) When the County of Mendocino Marijuana Eradication Team (COMMET) is the Finder Agency, then the entire Seventy-five (75%) percent will be distributed to them instead of the six founding agencies listed above. This sum shall be in addition to any Finder's Share owing to COMMET. When MMCTF assists COMMET with an asset seizure case, MMCTF will receive an equal share of COMMET's distribution.

IV

INCLUSION OF THE CALIFORNIA HIGHWAY PATROL AND CALIFORNIA BUREAU OF INVESTIGATION OR ANY OTHER PARTICIPATING STATE LAW ENFORCEMENT AGENCY

Regarding the discretionary funds identified in Part III subsection (b)(5)(B) of this agreement, if any participating State of California Law Enforcement Agency is the Finder Agency or participates in the investigation that results in a successful forfeiture, the signatory agencies will, based on the written request from the Local or Regional Command Level of the requesting State Agency, negotiate an equitable share of the asset forfeiture proceeds to reflect the proportionate contribution of each agency participating in the seizure. If the agencies cannot agree, the District Attorney shall be the decisive arbitrator for the state forfeitures. For federal forfeitures, the lead federal agency's sharing policies/procedures shall prevail. Any balance remaining of the Finder's Share portion shall be distributed to the six founding agencies listed above. If a State Agency is a Dual Finder, the balance of Finder's Share after the State Agency's share shall be distributed to the co-Finder Agency. All monies disbursed to the participating State Law Enforcement Agency under this provision shall come from the Finder's Share portion of the Discretionary Funds.

V

FEDERAL ASSET FORFEITURE FUNDS

If federal funds from any seizure are involved, those funds will be distributed according to any federal guidelines or to the agencies specifically requested by the involved federal agency. Otherwise, all federal funds will be distributed equally among the six (6) agencies listed in Part II of this agreement and COMMET.

VI

DEFINITION OF FINDER

The "Finder" is defined as the agency whose officers institute the police action that results in the seizure and forfeiture of property that generates the funds to be distributed pursuant to III.4.B of this agreement. When more than one agency, excluding MMCTF, is involved in the initial seizure, all such agencies shall be considered "Dual Finders" and they shall share the finder's funds in equal proportions. When the MMCTF is the "Finder" then no finder share will be distributed and the entire amount will be distributed to the six member agencies, share and share alike. Any dispute regarding distribution of a finder share will be determined by deliberation and a majority vote of the MCAFU. In the event of a tie vote the District Attorney shall be the decisive arbitrator.

VII

SUPPLANTING PROHIBITED

All parties to this agreement are hereby made aware that no seized and forfeited funds may be used to supplant any federal, state, or local funds that would, in the absence of a forfeiture under state and federal forfeiture laws, be made available to support law enforcement or prosecutorial efforts.

VIII

AGREEMENTS WITH OTHER AGENCIES

It is not the intention of any of the parties to exclude any other law enforcement agency from participating in this endeavor or to exclude them from sharing the funds derived from forfeiture.

The Mendocino County Asset Forfeiture Unit is directed to make and sign a written agreement controlling the distribution of discretionary funds with any and all agencies or entities not named herein *before* taking any action in forfeiture cases involving those agencies not named herein. If any such agreement is contrary to state or federal law, it shall be deemed void and unenforceable.

IX
LENGTH OF AGREEMENT

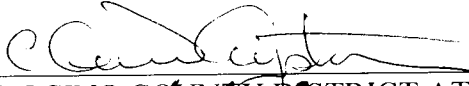
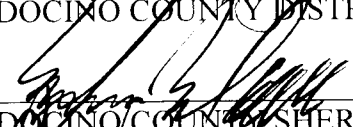
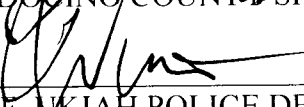
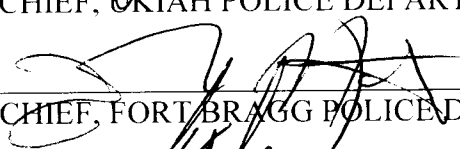

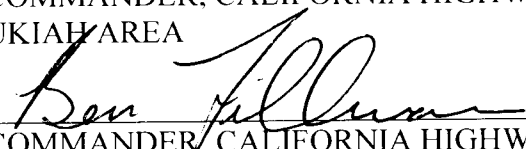
This Memorandum of Understanding is to remain in effect for two years from the date that the last agency executes this document and may be modified or extended by a unanimous vote of the MCAFU. This MOU will be reviewed annually by the MMCTF Executive Board during the annual MMCTF budget review.

X
SUPERSEDES ALL OTHER AGREEMENTS

The parties agree that this Memorandum of Understanding supersedes all other agreements on the subject of distribution of funds derived from forfeitures. The parties further agree that there are no other agreements in effect, oral or written, and that the Mendocino County Asset Forfeiture Unit is to implement these provisions forthwith.

XI
CONCLUSION

This agreement becomes effective on the date the last signing agency representative signs his or her name. This agreement will remain in effect until changed by agreement of the Law Enforcement Assistance Administrators Board.

Dated: <u>8/17/20</u>	 _____ MENDOCINO COUNTY DISTRICT ATTORNEY
Dated: <u>6-18-2020</u>	 _____ MENDOCINO COUNTY SHERIFF
Dated: <u>6/18/2020</u>	 _____ CHIEF, UKIAH POLICE DEPARTMENT
Dated: <u>6-15-2020</u>	 _____ CHIEF, FORT BRAGG POLICE DEPARTMENT
Dated: <u>7-16-20</u>	 _____ CHIEF, WILLITS POLICE DEPARTMENT
Dated: _____	_____ COMMANDER, CALIFORNIA HIGHWAY PATROL UKIAH AREA
Dated: <u>6/18/20</u>	 _____ COMMANDER, CALIFORNIA HIGHWAY PATROL GARBERVILLE AREA

IX
LENGTH OF AGREEMENT

This Memorandum of Understanding is to remain in effect for two years from the date that the last agency executes this document and may be modified or extended by a unanimous vote of the MCAFU. This MOU will be reviewed annually by the MMCTF Executive Board during the annual MMCTF budget review.

X
SUPERSEDES ALL OTHER AGREEMENTS

The parties agree that this Memorandum of Understanding supersedes all other agreements on the subject of distribution of funds derived from forfeitures. The parties further agree that there are no other agreements in effect, oral or written, and that the Mendocino County Asset Forfeiture Unit is to implement these provisions forthwith.

XI
CONCLUSION

This agreement becomes effective on the date the last signing agency representative signs his or her name. This agreement will remain in effect until changed by agreement of the Law Enforcement Assistance Administrators Board.

Dated: _____

MENDOCINO COUNTY DISTRICT ATTORNEY

Dated: 6-18-2020

MENDOCINO COUNTY SHERIFF

Dated: 6/18/2020

CHIEF, UKIAH POLICE DEPARTMENT

Dated: 6-15-2020

CHIEF, FORT BRAGG POLICE DEPARTMENT

Dated: 7-15-20

CHIEF, WILLITS POLICE DEPARTMENT

Dated: 8/18/2020

COMMANDER, CALIFORNIA HIGHWAY PATROL
UKIAH AREA

Dated: 6/18/20

COMMANDER, CALIFORNIA HIGHWAY PATROL
GARBerville AREA