

**MEMORANDUM OF UNDERSTANDING FOR THE
DISTRIBUTION OF SEIZED & FORFEITED FUNDS AND ASSETS - 2024**

**I
GENERAL PROVISIONS**

The purpose of this "MEMORANDUM OF UNDERSTANDING FOR THE DISTRIBUTION OF SEIZED & FORFEITED FUNDS AND ASSETS- 2024" (hereinafter, ("MOU-2024"), is to set forth the terms of the agreement entered into by the parties hereto, by which the parties hereto caused money or real or personal property to be seized or forfeited and said property to be distributed among the federal, state or local agencies that participated in the seizure or forfeiture, pursuant to Division 10, Chapter 8, of the California Health & Safety Code Safety Code (See § 11469, et seq.) or any other law of the State of California.

The Mendocino County District Attorney's Office, Mendocino County Sheriff's Office, Mendocino County Probation Office, Ukiah Police Department, Willits Police Department, Fort Bragg Police Department, and California State Law Enforcement Agencies (hereinafter "Participating Agency[ies]"), hereby operate for the purpose of seizure and distribution of assets, both real and personal, under the name of the "People of the State of California" and the fictitious name of: Mendocino County Asset Forfeiture Unit (hereinafter, "MCAFU"), which includes the separate entities known as the: Mendocino Major Crimes Task Force (hereinafter, "MMCTF") and the Mendocino County Marijuana Eradication Team (hereinafter, "COMMET").

MCAFU may provide: (1) legal services; (2) storage, placement into service and liquidation of seized and forfeited property; (3) accounting for and distribution of funds as provided by law; (4) financial investigations; (5) assistance in drafting search warrants; (6) 3-day holds; (7) seizure orders; (8) referral to federal authorities for adoptive forfeitures; (9) any forfeiture services needed to maximize the deterrent effect of asset forfeiture on commercial drug traffic and major narcotic violators pursuant to Health and Safety Code Sections 11469 et seq.; and, (10) any other seizure and forfeiture services authorized by the law of the State of California.

**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. Mendocino County Probation Office
4. Ukiah Police Department
5. Willits Police Department
6. Fort Bragg Police Department
7. California Highway Patrol, Garberville Office (CHPG)
8. California Highway Patrol, Ukiah Office (CHPU)

III DISTRIBUTION

A. Deduction of Expenditures. Pursuant to Health and Safety Code § 11489(b)(1), the Mendocino County District Attorney's Office shall be reimbursed quarterly for all expenditures made or incurred by it in connection with the sale of the seized property, including expenditures for any necessary costs of notice required by Health & Safety Code §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 legal, storage, towing, publishing, and repairing will be deducted from the total asset value before any distributions are made.

B. Distribution of Funds. The remaining funds, after the deduction of costs and expenses provided for by Health & Safety Code §§11489(b)(1) and 11488.4 are deducted will be distributed as follows:

1. Sixty-five percent (65%) (hereinafter, "Discretionary Funds") shall be distributed to the state, local, or state and local law enforcement entities that participated in the seizure, so as to reflect the proportionate contribution of each agency (Health & Safety Code §11489(b)(2)(A)).
 - A. Fifteen percent (15%) of the Discretionary Funds distributed pursuant to this subparagraph shall be deposited into a special fund maintained for such seizures or forfeiture that is created for the sole purpose of funding programs designed to combat drug abuse and divert gang activity (hereinafter "Special Fund"). (Health & Safety Code §11489(b)(2)(A)(i).)
 - B. The actual distribution of the Special Fund, is to be determined by a panel consisting of the Mendocino County Sheriff, a police chief selected by the other chiefs in Mendocino County, Mendocino County District Attorney, and the Mendocino County Chief Probation Officer (hereinafter, "Executive Board"). (Health & Safety Code §11489(b)(2)(A)(ii).)
2. Ten (10%) percent to the Mendocino County District Attorney's Office (Health & Safety Code §11489(b)(2)(B);
3. Twenty-four (24%) percent to the State General Fund (Health & Safety Code §11489(b)(2)(C); and,
4. One percent (1%) to the Environmental Enforcement and Training Account, established in Section 14303 of the Penal Code (Health & Safety Code §11489(b)(2)(D).
5. All of the funds distributed to the state or local governmental entity pursuant to paragraphs (1) and (2) of subdivision (B), section III (See paragraphs III.B.1 and III.B.2 above), shall not be used to supplant any state or local funds that would, in the absence of this clause,

otherwise be made available to support the law enforcement and prosecutorial efforts of these agencies.” (Health & Safety Code §11489(d).)

C. **Distribution of the Remaining Discretionary Funds Allocated Pursuant to Section III.B.1.** Except as otherwise set forth in section III.B.1(A), the remaining portion of the sixty-five percent (65%) of the Discretionary Funds distributed to the state, local, or state and local law enforcement entities pursuant to section III.B.1 (hereinafter, “Discretionary Funds”), shall be distributed in accord with the following terms, conditions and percentages:

1. Twenty-five percent (25%) shall be distributed to the Law Enforcement Administrators Association (LEAA) Education Fund and Regional Training Trust Fund."
2. "Finder" is defined as the Participating Agency that instituted the investigation that resulted in the seizure of assets that are the subject matter of this agreement. Any dispute regarding which agency is entitled to the Finder's Fee will be determined by a majority vote of the MCAFU. In the event of a tie vote, the Mendocino County District Attorney shall cast the tie breaking vote.
3. After the distribution of the funds as set forth in paragraph III.C.1, the remaining Discretionary Funds shall be distributed to the Participating Agencies as follows:
 - A. The Finder, shall be paid a Finder's Fee of twenty percent (20%) plus a "Participation Fee".
 - B. If COMMET is the Finder, in addition to the Finder's Fee, the remaining balance of the funds seized in that case will also be paid to COMMET.
 - C. After the payment of the Finder's Fee referred to in paragraph III.C.3.A, the remaining eighty percent (80%) of the Discretionary Funds shall be distributed to the Participating Agencies in the following percentages (hereinafter "Participation Fee"), so long as the Participating Agency has assigned a person that is a peace officer as defined by Penal Code § 832 (hereinafter, "peace officer"), to the MMCTF or MCAFU on a full-time basis:

(i)	Mendocino County Sheriff	12%
(ii)	Mendocino County District Attorney	12%
(iii)	Mendocino Major Crimes Times Task Force (MMCTF)	12%
(iv)	Ukiah Police Department	12%
(v)	Mendocino County Probation Department	8%
(vi)	Fort Bragg Police Department	12%
(vii)	Willits Police Department	12%
	TOTAL	80%

In the event any Participating Agency does not have an employee that is a Peace Officer assigned on a full-time basis to the MMCTF or MCAFU, its

percentage share of the Discretionary Funds will be reduced by fifty percent (50%) on a case-by-case basis. Said funds will thereafter be distributed to an account as designated by the MMCTF which, with the approval of the Executive Board, can be used to purchase equipment or other items to benefit the MMCTF.

Whether a person qualifies as a Peace Officer, as defined by Code § 832, or working on a full-time basis, will left to the sole discretion of the Executive Board.

- D. Except for the payment of a Finder's Fee, when the remaining eighty percent (80%) of Discretionary Funds is less than \$1,000.00, none of the remaining Discretionary Funds will be distributed to the Participating Agencies as set forth in paragraph III.B.3.C. Instead, those funds will be equally divided between MMCTF and COMMET.

IV

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

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 Officer of the requesting State Agency, negotiate an equitable Finder's and Participation Fee. For federal forfeitures, the lead federal agency's sharing policies/procedures shall prevail.

Any balance remaining of the Discretionary Funds after the allocation and distribution to the state agency as Finder, shall be distributed as more particularly set forth in section III.B.3.C.

V

FEDERAL ASSET FORFEITURE FUNDS

If any federal agency is the Finder, those funds will be distributed according to any federal guidelines. or to the agencies specifically requested by the involved federal agency. If any funds are remaining after the allocation and distribution to the federal agency as Finder, the balance of said funds shall be distributed as more particularly set forth in section III.B.3.C.

VI

SUPLANTING 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. (Health & Safety Code §11489(d).)

VII

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.

1. As to any other county or state agency that not a party to this agreement that is a Finder and does not have an employee assigned on a full-time basis to MCAFU, said agency shall be paid a Finder's Fee of twenty percent (20%) plus a six percent (6%) "Participation Fee".
2. If any MCAFU members are involved in the initial seizure with the other county or state agency that not a party to this agreement, all such agencies shall be considered "Dual Finders" and they shall share the Finder's Fee in equal proportions.
3. After the payment of the Finder's Fee and Participation Fee, the remaining Discretionary Funds shall be distributed in accord with the formula set forth in section III.B.3.C.

The MCAFU 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.

VIII LENGTH OF AGREEMENT

This Memorandum of Understanding is to go into effect upon the date of the final signature affixed hereto and remain in effect until June 30, 2029. It may only be amended or terminated by a unanimous vote of all of following: the Mendocino County Sheriff, Mendocino County District Attorney, Mendocino County Probation Office, and the assigned Police Chief.


IX SUPERSEDES ALL OTHER AGREEMENTS

The parties agree that this Memorandum of Understanding is retroactive to January 1, 1994, and supersedes all other agreements on the subject of distribution of funds derived from forfeitures that may have been adopted since January 1, 1994. The parties further agree that there are no other agreements in effect, oral or written, and that the MCAFU is to implement these provisions forthwith.


Dated: 10/17/2024


MENDOCINO COUNTY DISTRICT ATTORNEY (MCDA)


Dated: 9-19-2024


MENDOCINO COUNTY SHERIFF (MCSO)

Dated: 9/19/24


MENDOCINO COUNTY PROBATION OFFICE


Dated: 9/19/24


CHIEF, UKIAH POLICE DEPARTMENT (UPD)


Dated: 10-17-2024


CHIEF, FORT BRAGG POLICE DEPARTMENT (FBPD)

Dated: 9-19-21


CHIEF, WILLITS POLICE DEPARTMENT (WPD)

Dated: 10/8/24


COMMANDER, CALIFORNIA HIGHWAY PATROL
UKIAH AREA (CHPU)

Dated: 10/17/2024

Jami McCannless
COMMANDER, CALIFORNIA HIGHWAY PATROL
GARBERVILLE AREA (CHPG)