

**ALAMEDA COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF UNDERSTANDING
2023-2029**

**ARTICLE: ONE
NAME**

The name of this organization shall be the ALAMEDA COUNTY NARCOTICS TASK FORCE (ACNTF).

**ARTICLE: TWO
PURPOSE**

A. The purposes of this organization are:

1. The interdiction of *illegal* drugs into Alameda County.
2. The disruption of major drug distribution networks operating within Alameda County.
3. The targeting, investigation and prosecution of individuals who organize, direct, finance, or otherwise engage in high-level drug trafficking enterprises or money laundering.
4. The seizure of assets derived through drug trafficking, in accordance with California law.
5. The promotion of coordinated drug enforcement efforts throughout the County with maximum cooperation between all law enforcement and prosecutorial agencies.
6. Protect Drug Endangered Children through full enforcement of child protection laws and services.
7. The seizure of illegal or prohibited firearms being used to further criminal activity.

**ARTICLE: THREE
EXECUTIVE POLICY COMMITTEE**

The affairs of this organization will be directed by an Executive Policy Committee. The Officers of this Committee will be the Alameda County Sheriff, the Alameda County District Attorney, the Chief Probation Officer of Alameda County, the Police Chiefs of participating agencies and the Alameda County Director of the Behavioral Health Care Services Agency. The Sheriff of Alameda County will serve as Project Director for this program.

The Executive Policy Committee shall meet on the third Friday of each month, unless otherwise directed by the Project Director.

Except for Amendments to this MOU, all actions requiring Executive Policy (Committee) approval as described herein require a two-thirds (2/3 vote) of a quorum of members of the Executive Policy Committee.

**ARTICLE: FOUR
AMENDMENTS TO THE MOU**

The Executive Policy Committee may amend any Article of this MOU upon approval of all members of the Executive Policy Committee.

**ARTICLE: FIVE
DISTRIBUTION FROM FORFEITURE ACTIONS AND SEIZURE OF ASSETS**

- A. ACNTF recognizes that the principal objective of forfeiture is law enforcement and will use civil and criminal asset forfeiture laws to de-incentivize the pursuit of ill-gotten gains from the sale of narcotics. The ACNTF shall identify, and where appropriate, lawfully seize assets for forfeiture purposes.
- B. It is agreed that assets seized will be shared based on the participating agencies respective contribution to the ACNTF. The following formula, determined by mutual consent, will be utilized.
1. Seventy-five percent (75%) of all assets forfeited will be divided and returned to the ACNTF member agencies. The percentage distributed to each agency will be based on that agency's level of operational participation and will be determined as a percentage of personnel assigned to ACNTF at the time such assets are seized.
 2. Twenty-five percent (25%) of all assets forfeited will be returned to the ACNTF Trust Fund for operating costs; expenditures from this Fund require approval of the Executive Policy Committee.
 3. All distributions of asset forfeiture funds will be made after deduction of administrative costs and apportionment as prescribed by California law and/or by the Executive Policy Committee.
 4. If the program ceases operation, unexpended forfeiture funds will be returned to the participating agencies using the above formula. Federal and State agencies will be excluded from such distribution.
 5. Seized assets will be reported at the monthly EPC meeting. Distribution of adjudicated assets to participating agencies will be based on authorization from the Project Director.
 6. All asset forfeiture funds pending adjudication or awaiting distribution are stored with the Alameda County District Attorney's Office. These funds are audited per policy by the Alameda County Auditor's Office. Any funds seized pursuant to search warrants in other Counties shall be managed by those County District Attorneys' Offices. The Alameda County District Attorney's Office will receive and manage the funds during the court process for any of the assets seized in this County. Any funds that are deemed by the applicable District Attorney's Office as ready for equitable sharing, shall be forwarded to ACNTF for distribution amongst the participating agencies.

**ARTICLE: SIX
UNIT OPERATIONS**

- A. Site Location: The base of operations for the ACNTF shall be located in a confidential location as agreed upon by the Executive Policy Committee.
- B. Project Manager: The Project Manager will have experience in command of large-scale narcotics investigations and background in program management. He will report directly to the Executive Policy Committee on all matters of ACNTF concern.
- C. Assistant Project Manager: An Administrative Sergeant will be provided by the Alameda County Sheriff's Office. This person will be responsible for completion of necessary fiscal, budget, procurement, and reporting requirements and shall act as the Assistant Project Manager.
- D. Operating Standards: All matters governing operating procedures, standards and guidelines will be designed to protect the rights of citizens and balance the need of law enforcement to detect arrest and prosecute individuals and groups engaged in sophisticated drug-related activity. Personnel assigned to the ACNTF shall not engage in activities that would violate ACNTF's operating procedures, standards or guidelines, or their employing agency's policies or procedures. Each participating member of ACNTF shall follow their participating agencies polices and procedures.
- E. Case Initiation: All ACNTF investigations shall be subject to review by the Executive Policy Committee. Areas of discretion in the setting of priorities for these cases will be determined by, but not limited to, the sophistication of the enterprise, the impact on the community, current caseload, available manpower and/or equipment and workable investigative leads.
- F. Enforcement Manpower: This project shall be designed to bring the appropriate criminal justice resources and highest level of expertise to focus jointly on drug trafficking organizations. Toward that end, the following commitment will form the nucleus of this project:

Alameda County District Attorney's Office
One Deputy District Attorney (Prosecution)
One Administrative Assistant/Clerk

Alameda County Probation Department
One Deputy Probation Officer

Alameda County Sheriff's Office
One Lieutenant
One Operations Sergeant
One Administrative Sergeant
One Investigator

Alameda Police Department
One Investigator

East Bay Regional Parks Police Department
One Investigator

Hayward Police Department
One Investigator

Oakland Police Department
One Investigator

Oakland Housing Authority Police Department
One Investigator

Bay Area Rapid Transit Police Department
One Investigator

California Highway Patrol
One Investigator

- G. Assignment of Personnel: All personnel assigned to the ACNTF must be approved by the respective agency head and by the Project Manager. The Project Manager may reject any nominee based on the nominee's training, past performance, or other factors bearing on suitability.
- H. Equipment: Each investigator assigned to the ACNTF shall come equipped with departmental safety equipment. Specialized items and common operating equipment such as cellular phones, entry gear, vehicles and fuel will be provided by ACNTF, to the extent that budget appropriations allow.
- I. Request for Assistance: It shall be the policy of this program to provide assistance whenever possible to participating law enforcement agencies whenever local investigations demand expertise or resources. If ACNTF equipment/vehicles are loaned to a participating agency, that agency bears all responsibility and liability for any and all personal injuries or property damage caused by the agency's use of the equipment/vehicles and agrees to incur any and all costs for repair and/or replacement of equipment/vehicles if damaged. Notwithstanding the foregoing, participating agencies are not responsible for any injuries or damages caused by another participating agency's negligence or willful misconduct related to maintenance or operation of ACNTF equipment/vehicles. Where negligence is determined to have been contributory, principles of comparative fault will be followed, and each agency shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the agency's negligence.
- J. Reporting Format: ACNTF will utilize standard report forms to document the use of funds to purchase narcotics and pay informants. ACNTF will use the ACSO Mark 43 report writing system to document criminal related incidents. All Mark 43 report forms will be reviewed and approved by the District Attorney's Office before usage.
- K. Evidence: The Alameda County Sheriff's Office evidence facility shall be utilized to maintain a proper evidence chain on all evidence seized.
- L. Undercover Documents: The use of documents to support or enhance undercover identities

will be utilized. These will include, but will not be limited to, driver's licenses, social security cards and credit cards. The procurement, utilization and control of these documents will be such as to assure that they are properly accounted for at all times and are used only for authorized purposes.

- M. Surveillance Aircraft: On June 18, 2021, the Executive Policy Committee unanimously agreed to move the fixed-wing surveillance aircraft to the ACSO Aviation Unit. The ACSO Aviation Unit assumed all costs to maintain, insure, and operate the aircraft with the agreement the aircrafts primary mission will be to support ACNTF.

ARTICLE: SEVEN FISCAL PROCEDURE

- A. Responsibility: The Project Manager shall be responsible for the administration of all fiscal procedures necessary to facilitate ACNTF operations.
- B. Payroll: All personnel assigned to the ACNTF will be paid by their respective agency. ACNTF will assist agencies in auditing their individual's hours for accuracy. ACNTF will assist participating agencies with deferring overtime costs through HIDTA, OCDETF, or other applicable funding sources.
- C. Confidential Expenditure Fund: A special appropriation fund shall be established to which members of the ACNTF may charge exigent expenditures as necessary in the performance of investigative duties. The utilization, responsibility, accountability and control of this fund shall be determined by the Executive Policy Committee and the Project Manager and shall conform to published federal guidelines for the control and use of confidential funds. All activity involving this fund shall be reported to the EPC on a regular basis.
- D. The Alameda County Auditor's Office shall disburse Alameda County Narcotics Task Force Trust Fund monies pursuant to a written request from the Project Director (the Alameda County Sheriff). The Alameda County Narcotics Task Force Executive Policy Committee has authorized the Project Director to act on their behalf in exigent circumstances and/or on current narcotics investigations.

ARTICLE: EIGHT INTER-JURISDICTIONAL INVESTIGATIONS

- A. Prior to conducting operations in any jurisdiction notifications will be made to the appropriate Dispatch Centers advising them of ACNTFs' presence in their jurisdiction and the pertinent information for whatever mission is being conducted.
- B. Wherein outside agencies have assisted ACNTF in a narcotic investigation resulting in possible asset forfeiture, the Assistant Project Manager shall coordinate with the assisting agency to determine the percentage of investigative resources provided and the application of California law. The Project Manager will make any appropriate sharing decisions and present them to the EPC for approval.
- C. Should the ACNTF conduct a criminal investigation involving personnel of a participating agency, the Project Director will notify the department head of that agency that an

investigation is in progress. At the conclusion of the investigation, the department head will be briefed on the results of the investigation. Nothing herein shall preclude a participating agency from initiating or conducting its own criminal investigation of any ACNTF personnel related to conduct committed in the agency's jurisdiction.

**ARTICLE: NINE
TERM OF AGREEMENT**

The term of this agreement shall be from January 20, 2023, through January 3, 2029. Said agreement, will continue from January 3rd to January 2nd of each year thereafter, unless terminated at any time by any ACNTF member for its convenience upon giving thirty (30) days advance written notice of such termination to the other party, unless sooner terminated by casualty.

**ARTICLE: TEN
LIABILITY**

For the purpose of indemnification, each participating agency of the Alameda County Narcotics Task Force shall be responsible for the acts of its participating officer/agent and shall incur any liabilities arising out of the services and activities of those officers while participating in ACNTF operations. Personnel assigned to the ACNTF shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as a peace officer in their own jurisdiction.

Each participating agency agrees to defend, indemnify and hold harmless any other parties to this agreement to the extent that any liability is imposed on the participating agency due to the acts or omissions of the agency's employee. In addition, any participating agency shall be liable for any workman's compensation or similar benefit extended to its employees.

