

MEMORANDUM OF UNDERSTANDING

Sonoma County Auto Theft Task Force

This Memorandum of Understanding (MOU) is being executed by the agencies listed below in connection with the operation of the Sonoma County Auto Theft Task Force (SONCATT). The agencies listed below jointly and severally agree to abide by the terms and provisions of this MOU throughout the duration of this joint operation.

- CALIFORNIA HIGHWAY PATROL
- SONOMA COUNTY SHERIFF'S OFFICE
- SANTA ROSA POLICE DEPARTMENT
- SONOMA COUNTY DISTRICT ATTORNEY'S OFFICE
- SONOMA COUNTY PROBATION DEPARTMENT
- SONOMA COUNTY LAW ENFORCEMENT CHIEF'S ASSOCIATION

I. PURPOSE

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to the Sonoma County Auto Theft Task Force (SONCATT). Collectively, these agencies will enforce the laws of the State of California as they relate to vehicle theft in order to reduce the incidence of vehicle theft-related crimes in Sonoma County.

II. MISSION

The mission of SONCATT is to address incidents of vehicle theft in Sonoma County through investigations, focused prosecutions, pro-active enforcement efforts, training, and public awareness.

The specific goals and objectives of the task force are:

1. Increase the number of arrests of vehicle theft suspects, particularly individuals participating in "theft ring" activities.
2. Provide focused and aggressive prosecutions of vehicle theft suspects.
3. Increase the recovery rate of stolen vehicles in Sonoma County.
4. Focused cooperation with the County Criminal Justice System, in order to identify "High Risk" Offenders for targeted supervision, providing accountability and opportunities for positive behavior change.
5. Gather and disseminate vehicle theft, criminal intelligence, and training information to local law enforcement agencies in a timely manner.
6. Identify local vehicle theft trends and patterns through collective crime analysis

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and take appropriate enforcement action.

7. Focused enforcement directed at all forms of economic auto theft, i.e. chop shops, theft for financial gain, VIN switching, and insurance fraud.
8. Target specific locations that are used in conjunction with vehicle thefts, such as "chop shops" and legitimate businesses used for illegal activities.
9. Serve as liaison to Probation staff supervising adult offenders with vehicle theft and related convictions.
10. Provide education and information about vehicle theft to the public, media, and other interested parties.

III. TASK FORCE COUNCIL

SONCATT will be governed by a Task Force Council.

Participating Agency - A "Participating Agency" is an allied state or local criminal justice agency that has made a commitment of resources for an agreed upon period of time to the Task Force.

Composition - The Task Force Council shall consist of the heads of all the participating agencies. This includes the District Attorney of Sonoma County, the Chief of Santa Rosa Police Department, the Sonoma County Sheriff, the Chief of Sonoma County Probation Department, and the Chief of the Golden Gate Division of the California Highway Patrol, or their designee. In addition, the Sonoma County Law Enforcement Chiefs' Association shall designate a member of that organization that is the Chief, or other Official charged with being the Agency Head by appointment, election or designation, of a criminal justice agency, to be a member of the Council.

Role - The Task Force Council shall be responsible for SONCATT policies and operating procedures.

Council Chairperson - The Task Force Council shall elect a chairperson who will be the primary contact person for the Task Force Commander on policy matters. Issues related to operational matters will be directed to the Task Force Commander. The Council Chairperson will coordinate with the Task Force Commander for the setting of Council meeting dates, the production of Council agendas and meeting minutes, and the implementation of Council decisions.

Council Meetings – A majority of the Council being present shall constitute a quorum. A majority vote of those members present shall be required to decide any items brought before the Council. The Council shall meet periodically to review and evaluate

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SONCATT operations, goals, objectives, policies, and procedures. Each member of the Council will have an equal vote on all policy matters pertaining to the operations of the Task Force.

IV. MANAGEMENT

The management of SONCATT's dedicated resources and operations shall be the responsibility of the Task Force Commander who shall be a sworn member of the California Highway Patrol holding the rank of sergeant.

The Task Force Commander takes direction from the Task Force Council. The Commander will provide the Council with monthly and annual reports of SONCATT activities. The Task Force Commander shall make immediate notification to the Task Force Council Chairperson of significant events that SONCATT is involved in as they occur. Operational and support personnel assigned to SONCATT shall work under the immediate supervision and direction of the Task Force Commander and shall adhere to the written policies and procedures of SONCATT.

The management of the funds and budgets of the participating agencies dedicated to the Task Force shall be the responsibility of those agencies.

The Task Force will make every effort to provide information on vehicle theft in general and the activities of the Task Force in particular to interested parties, including the media. Releases of information and contacts with the media will be done by the Task Force Commander in coordination with the Task Force Council.

Citizens' complaints and/or internal affairs matters involving SONCATT personnel shall be investigated by the involved employee's parent agency. SONCATT personnel shall cooperate with such investigations, restricting their involvement to that of a witness. The Task Force Commander shall be kept informed of any investigation involving a SONCATT member. Nothing in this paragraph is meant to limit Task Force personnel from investigating criminal activities of government employees.

V. TASK FORCE PERSONNEL

Peace officer assignments to the Task Force shall generally be for a term of three years. This may be shortened or extended by the individual's employing agency with the concurrence of the Task Force Council.

Any personnel not meeting acceptable standards of performance or refusing to comply with Task Force policies and procedures may be removed from the Task Force and transferred back to his/her agency. If the Task Force Commander has cause to replace a member he/she shall discuss the issue with the contributing agency. If the contributing agency does not concur with the decision of the Task Force Commander to remove and replace the participating member, the issue shall be forwarded to the

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Task Force Council for final resolution. It is agreed, however, that it is in the best interest of the Task Force to resolve the operational problems at the lowest possible level.

The Task Force Commander shall schedule personnel resources while respecting the overtime policies of the employer agency, and shall maintain communication with the effected agency when scheduling such overtime.

All terms and conditions of an employee's labor contract shall be in effect and abided by.

The provisions of the Fair Labor Standards Act will be complied with.

Each participating agency shall be liable for any and all Workers' Compensation benefits for personnel that are employed by them and are injured in the course and scope of their duties while assigned to the Task Force.

VI. TRAINING

The Task Force will use a portion of its annual budget for the purpose of training and associated travel. A training fund of seventeen thousand five hundred dollars (\$17,500) shall be dedicated every fiscal year and maintained for the use of Task Force personnel for training directly related to their roles in the Task Force. A travel fund of seventeen thousand five hundred dollars (\$17,500) shall be dedicated every fiscal year and maintained for the use of Task Force personnel for all training related travel. The Task Force Commander will be accountable to the Task Force Council for the use of these funds. All other mandated or discretionary training will be handled by parent agencies according to their individual budgets and policies.

VII. RESOURCES

Each of the participating agencies have agreed to contribute the following resources to the Sonoma County Auto Theft Task Force for the duration of this agreement.

California Highway Patrol

- One Sergeant
- Two Officers
- Three Unmarked Vehicles
- Required Police Protective Equipment (weapon, vest, and raid jacket, etc.)
- Communication Equipment (pagers, cellular telephones, etc.)

Santa Rosa Police Department

- One half-time Officer
- One Field Evidence Technician
- One unmarked vehicle

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- One Field Evidence Technician vehicle
 - Required police protective equipment (weapon, vest, and raid jacket, etc.)
 - Communication equipment (pagers, cellular telephones, etc.)
 - Crime Scene / Evidence Technician Support
- The Sonoma County Auto Theft Task Force will provide \$100,000 to the Santa Rosa Police Department, on an annual basis, for the above half-time Officer. Upon mutual agreement between the Task Force Commander and the Santa Rosa Police Department, the half-time Officer position may be converted to a full-time Officer position under the same reimbursement agreement. Any expenses incurred for the time the Officer spends away from SONCATT (non-auto theft related training or casework, etc.) will be covered by the Santa Rosa Police Department.

Unless converted to a full-time participant, the Officer assigned to the Sonoma County Auto Theft Task Force by the Santa Rosa Police Department will be a half-time member of SONCATT and shall work under the immediate supervision and direction of the Task Force Commander (California Highway Patrol Sergeant) and shall adhere to the written policies and procedures of SONCATT. The assigned Officer will have additional duties beyond SONCATT as determined by the Santa Rosa Police Department for the remainder of the half-time allotment not dedicated to SONCATT.

These duties may be incorporated into the Officer's responsibilities with SONCATT. The Sergeant in the Santa Rosa Police Department's Property Crimes Investigation Section shall serve as the Santa Rosa Police Department's liaison to SONCATT and will work with the SONCATT Commander on all issues of mutual concern.

- The Sonoma County Auto Theft Task Force will provide \$37,500 to the Santa Rosa Police Department for Crime Scene / Evidence Technician support. The Task Force Council will evaluate this program on a quadrennial basis, prior to the drafting of a new MOU, to determine its cost effectiveness.

The Field Evidence Technician shall be provided to the Sonoma County Auto Theft Task Force by the Santa Rosa Police Department on an as-needed basis for purposes of evidence processing and collection as determined by mutual agreement between the Santa Rosa Police Department Property Crimes Investigation supervisor and the Task Force Commander. While engaged in the business of the Task Force, the assigned technician shall adhere to the written policies and procedures of SONCATT.

Sonoma County Sheriff's Office

- One half-time Deputy
- One unmarked vehicle

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- Required police protective equipment (weapon, vest, raid jacket, etc.)
- Communication equipment (cellular telephone, etc.)
- The Sonoma County Auto Theft Task Force will provide \$100,000 to the Sonoma County Sheriff's Office, on an annual basis, for the above half-time Deputy. Upon mutual agreement between the Task Force Commander and the Sonoma County Sheriff's Office, the half-time Deputy position may be converted to a full-time Deputy position under the same reimbursement agreement. Any expenses incurred for the time the Deputy spends away from SONCATT (non-auto theft related training or casework, etc.) will be covered by the Sonoma County Sheriff's Office.

Unless converted to a full-time participant, the Deputy assigned to the Sonoma County Auto Theft Task Force by the Sonoma County Sheriff's Office will be a half-time member of SONCATT, and shall work under the immediate supervision and direction of the Task Force Commander (California Highway Patrol Sergeant) and shall adhere to the written policies and procedures of SONCATT. The assigned Deputy may have additional duties beyond SONCATT as determined by the Sonoma County Sheriff's Office for the remainder of the half-time allotment not dedicated to SONCATT.

These duties may be incorporated into the Deputy's responsibilities with SONCATT. The Supervising Detective Sergeant in the Sonoma County Sheriff's Office Property Crimes Unit within the Investigations Bureau shall serve as liaison to SONCATT, and will work with the SONCATT Commander on all issues of mutual concern.

- In order to offset some of the administrative costs associated with the processing of overtime reimbursement requests as well as other administrative work (fiscal management, purchasing, IT matters, accounting and meeting state reporting requirements), SONCATT will, subject to availability of funding, reimburse the Sonoma County Sheriff's Office up to \$50,000.00 per year. The requests for reimbursement shall be submitted as soon as practical after the end of each quarter of the fiscal year.
- As the Fiscal agent for SONCATT, the Sheriff's Office will facilitate procurement for items budgeted and approved by the Task Force Council.

Sonoma County District Attorney's Office

- Except for rare cases, where a vertical prosecution may be advantageous, all Task Force cases will first be presented to the District Attorney's Early Case Resolution team for review. The Task Force will provide the District Attorney's Office a capped amount of two hundred thousand dollars (\$200,000.00), on an annual basis, to be used at the District Attorney's discretion for costs incurred in conducting Task Force related prosecution work.

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- One Clerical Position. The Sonoma County Auto Theft Task Force will provide actual costs for this position to include overtime and training.

The following listed items will be provided by the Sonoma County District Attorney.

- Office Space

In the event the District Attorney is no longer able to provide office space, the District Attorney shall provide 6 months' notice to the Task Force in order to allow ample time for the Task Force Council to secure and approve a new office space.

Sonoma County Probation Department

- One Probation Officer
- One unmarked vehicle
- Required police protective equipment (weapon, vest, and raid jacket, etc.)
- Communication equipment (pagers, cellular telephones, etc.)
- The Sonoma County Auto Theft Task Force will provide \$100,000 to the Sonoma County Probation Department, on an annual basis, for the above full-time Probation Officer. The Sonoma County Probation Department will provide the additional funds needed to establish the position.

The Probation Officer assigned to the Sonoma County Auto Theft Task Force by the Sonoma County Probation Department will be a full-time member of SONCATT and shall work under the immediate supervision and direction of the Task Force Commander (California Highway Patrol Sergeant) and shall adhere to the written policies and procedures of SONCATT. The assigned probation officer will have additional duties beyond SONCATT as determined by the Sonoma County Probation Department.

These duties may be incorporated into the probation officer's responsibilities with SONCATT. A Supervisor in the Sonoma County Probation Department shall serve as the Probation Department's liaison to SONCATT and will work with the SONCATT Commander on all issues of mutual concern.

Equipment owned by individual agencies and supplied for use by the Task Force shall remain the property of that agency. Any equipment purchased with Task Force funds, which is damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act or omission of an officer or agent assigned to SONCATT, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Commander.

Each participating agency shall be responsible for its own cost accounting and shall provide such documentation, showing SONCATT hours worked and actual costs, in the event of an audit.

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VIII. ASSET FORFEITURE

In the event an asset forfeiture proceeding is initiated as a result of a SONCATT investigation, the Sonoma County Sheriff's Office's Investigative Bureau will be contacted to handle the proceeding to conclusion. SONCATT will negotiate a percentage (%) share of all asset forfeiture proceeds. All proceeds from such event shall solely augment and supplement SONCATT's Operating Expenses' budget. Participating Agencies within SONCATT will not receive a percentage of any asset forfeiture proceeds negotiated by SONCATT.

IX. CONFIDENTIAL/OPERATIONAL FUND

A confidential/operational fund of seven thousand five hundred dollars (\$7,500) shall be dedicated every fiscal year for use by the Task Force in investigations and undercover operations. The Task Force Commander shall be accountable to the Task Force Council for the maintenance, control, and expenditures from this fund.

In the event that the confidential funds allocated for any particular fiscal year are not wholly expended, the Task Force Commander may continue to maintain the unused monies in the confidential fund until appropriately expended. However, the Task Force Commander should not normally maintain more than \$10,000 in the confidential fund. In the event the confidential fund exceeds \$10,000, the Task Force Commander, with specific permission of the Task Force Council, may reallocate the portion of the fund that exceeds \$10,000 in order to fund and/or purchase additional auto theft related tools, equipment, projects, and programs.

X. MONIES FROM VEHICLE CODE SECTION 9250.14 AND INSURANCE CODE 1872.8 PROVISIONS

- . The Sonoma County Sheriff's Office shall be responsible for making an accounting to the Task Force Council every fiscal year for the status of the funds that Sonoma County receives under the provisions of: (1) California Vehicle Code Section 9250.14 - Fee: Vehicle Theft Deterrence, Investigation, and Prosecution. (2) California Insurance Code Section 1872.8 - Annual Fee From Insurers.
- . The Task Force Council shall approve an annual budget and expenditure plan by February 1st of each year.
- . The Task Force Commander, with the exception of those funds allocated as personnel reimbursement (including overtime reimbursement) to participating agencies, shall have discretionary control of all operating expenses within the SONCATT's budget including Training and Confidential Funds, to include

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increases or decreases, as necessitated by the Task Force's funding from the Vehicle Code § 9250.14, California Insurance Code § 1872.8, or any other source of funding.

The Task Force shall maintain an inventory list, detailing all assets and equipment, which shall be updated annually.

XI. BUDGET SURPLUS

In the event the monies budgeted for SONCATT for any given fiscal year are not wholly expended, the Task Force Commander may, with the oversight of the Task Force Council, reallocate said surplus monies to fund and/or purchase additional auto theft related tools, equipment, projects, and programs. This may also include the establishment of a reserve, or "rainy day" fund, with the parameters of which being set forth by the Task Force Council.

XII. AUTHORITY TO CONTRACT

The participating agencies delegate authority to the Sheriff's Office to execute contracts for services to be provided to SONCATT. The Task Force Council shall approve any such contracts, by majority vote, prior to execution. The Sheriff's Office, or assigned delegate, shall be responsible to manage the contracts and provide an accounting to the Task Force Council every fiscal year.

Contracts may only be funded through SONCATT's operational budget or budget surplus, as defined in section XI, if sufficient surplus is available. Participating agencies shall not be responsible for funding SONCATT contracts out of their own agencies' budgets.

XIII. POLICY AND PROCEDURE MANUAL

It is hereby agreed that all members of SONCATT shall abide by the applicable policies and procedures set forth in the SONCATT Standard Operating Procedures (SOP), which are specific to the needs, objectives, and goals of SONCATT. If a conflict arises between the provisions of the SOP and the policies and procedures of the employees' parent agencies, those policies and procedures and not the SOP will control. Issues not addressed in the SOP will be controlled by the parent agency directives.

XIV. OVERTIME & ADMINISTRATIVE COST REIMBURSEMENT REQUESTS AND PROCEDURES

Beginning March 24, 2020, SONCATT will, subject to availability of funding, reimburse the Participating Agencies for overtime payments made to their respective employee(s) assigned to the Task Force. The maximum reimbursement entitlements for overtime worked during Task Force operations is set at \$1,200.00 per month per Peace Officer

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and not to exceed \$14,400.00 per year per Peace Officer, will be limited to hours worked, and shall not include benefits, mileage, vacation/sick leave, annual leave or any other costs accrued by the Participating Agencies.

The Participating Agencies remain fully responsible, as the employer of their respective employee(s) assigned to SONCATT, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulations, ordinance, or contract regardless of the reimbursable overtime charges incurred.

Overtime reimbursement will be calculated at the usual rate for which the individual employee's time would be compensated in the absence of this agreement. However, said reimbursement, per employee, shall not exceed monthly and/or annual limits established by the Task Force. The limits will be in effect for the fiscal year running from July 1st of one year through June 30th of the following year, unless changed during the period. SONCATT reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. SONCATT will notify Participating Agencies of the applicable annual limits prior to July 1st of each year.

Request for reimbursement by the Participating Agencies will be made on a monthly basis and should be forwarded to the Task Force as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by an authorized representative of the Participating Agency to the Task Force Commander for review, approval, and processing for payment. Each request for reimbursement shall include the employee's name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each employee for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor for the Participating Agency. The certification must state that the request has been personally reviewed, the information described is accurate, and the personnel for whom the reimbursement is claimed were assigned to the Task Force.

Each request for reimbursement will include an invoice number, invoice date, and appropriate specific information necessary for issuance and routing, to include address and name of section, unit, or employee, authorized to receive the reimbursement check.

The California Highway Patrol will enter into a separate letter of agreement, to be renewed on an annual basis, concerning the reimbursement of the California Highway Patrol for overtime payments made to their respective employee(s) assigned to the Task Force. The letter of agreement between the California Highway Patrol and SONCATT, shall contain the same reimbursement guidelines as contained herein for the SONCATT Participating Agencies.

XV. LIABILITY

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This MOU is not intended to affect the legal liability of any of the Participating Agencies of the Sonoma County Auto Theft Task Force by imposing any standard of care other than the standard of care that applies by law. No Participating Agency or representative, official, officer, employee, agent or volunteers of a Participating Agency is responsible for any damage or liability that results from any act or omission of any other Participating Agency or official, officer, employee, agent or volunteer of that other Participating Agency concerning this MOU. In accordance with California Government Code Section 895.4, each Participating Agency agrees to indemnify, defend and hold harmless the other Participating Agencies and their officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, but not limited to, all reasonable attorney's fees and costs and fees of litigation and other proceedings) (collectively, "Claims") that result from any act or omission of such indemnifying Participating Agency or its officials, officers, employees, agents or volunteers concerning this Memorandum of Understanding.

XVI. TERM OF AGREEMENT

This MOU shall commence on March 24, 2020 and terminate on June 30, 2022. The Participating Agencies may, by mutual agreement, elect to extend the terms of this understanding prior to its termination by a formal vote of all members of the Task Force Council.

XVII. TERMINATION

Any Participating Agency that desires to terminate its participation in this agreement shall indicate such intent to the Task Force Council in writing. The termination of participation in this understanding by such jurisdiction shall be deemed to take effect not less than ninety (90) days from receipt of the written communication of the intent to terminate.

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SONOMA COUNTY SHERIFF'S OFFICE

By: _____ Dated: _____
Mark Essick, Sheriff-Coroner

CITY OF SANTA ROSA, SANTA ROSA POLICE DEPARTMENT

By: _____ Dated: _____
Rainer Navarro, Chief of Police

STATE OF CALIFORNIA, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

By: _____ Dated: _____
Chris Costigan, Chief
California Highway Patrol, Golden Gate Division Commander

SONOMA COUNTY PROBATION DEPARTMENT

By: _____ Dated: _____
David Koch, Chief Probation Officer

SONOMA COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____ Dated: _____
Jill Ravitch, District Attorney

SONOMA COUNTY LAW ENFORCEMENT CHIEF'S ASSOCIATION

By: _____ Dated: _____
Michael Parish, Cotati Police Chief