

RESOLUTION NO. 2013-192

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LODI POLICE DEPARTMENT AND DELTA
REGIONAL AUTO THEFT TEAM

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WHEREAS, in an effort to suppress vehicle theft crimes and address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14); and

WHEREAS, on February 4, 1992, the San Joaquin County Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to fund local agency programs that combat vehicle theft; and

WHEREAS, on July 1, 1996, a Memorandum of Understanding (Exhibit A) was entered into between the San Joaquin County Chiefs of Police, Sheriff's Office, District Attorney's Office, and the California Highway Patrol to establish the San Joaquin County Auto Theft Task Force, later renamed the Delta Regional Auto Theft Team (Delta RATT); and

WHEREAS, the Memorandum of Understanding outlines the participation, which the Lodi Police Department has participated in since 1996, with one full-time police officer assigned to the auto theft team; and

WHEREAS, as allocated by the Executive Board, a portion of the salary and benefits of the Lodi Police Department detective assigned to the team is reimbursed by the Auto Theft Team fund. The Memorandum of Understanding outlines the participation and requirements of the City and the Delta Regional Auto Theft Task Force; and

WHEREAS, the purpose of this action is to formalize the long-standing partnership with Delta RATT.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Memorandum of Understanding between the City of Lodi Police Department and the Delta Regional Auto Theft Team.

Dated: November 6, 2013

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I hereby certify that Resolution No. 2013-192 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 6, 2013, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Mounce
- ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk



MEMORANDUM OF UNDERSTANDING

2013 - 2015

MEMORANDUM OF UNDERSTANDING

DELTA REGIONAL AUTO THEFT TEAM

I. OVERVIEW

In an effort to suppress vehicle theft crimes and address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14). This bill authorizes the Board of Supervisors to impose a one dollar fee on all passenger vehicles and a two dollar fee on all commercial vehicles registered in the County to enhance the capacity of local law enforcement and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

On February 4, 1992, the San Joaquin County Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to specifically fund local agency programs which combat vehicle theft. On July 1, 1996, a memorandum of understanding was entered into between the San Joaquin County Chiefs' of Police, Sheriff's Office, District Attorney's Office and the California Highway Patrol to establish the San Joaquin County Auto Theft Task Force. The task force was later renamed the Delta Regional Auto Theft Team (Delta RATT).

II. MISSION

To reduce the incidence of vehicle theft through vehicle theft education, interagency cooperation, maximized apprehensions and enforcement, and enhanced prosecution of the active vehicle thief.

A. Objectives

1. Increase the number of arrests and convictions of vehicle theft suspects.
2. Gather and disseminate vehicle theft and/or criminal intelligence information to affected agencies in a timely manner.
3. Identify locations which are used in connection with vehicle theft offenses, and take appropriate enforcement action.
4. Identify local trends and patterns of vehicle theft activity to be targeted by the Task Force and patrol personnel.
5. Increase the recovery rate of stolen vehicles within San Joaquin County.

6. Provide assistance to individual agencies, upon an approved request, on specific vehicle theft problems within their respective jurisdiction.
7. Provide training in the area of vehicle theft to law enforcement personnel within San Joaquin County.
8. Increase public awareness and provide prevention education to curb vehicle theft in San Joaquin County.
9. Prosecute auto theft and auto theft related cases more vigorously with the goal of increasing the punishment for these crimes.

III. TASK FORCE ORGANIZATION

A. Executive Board

The Executive Board of Delta RATT (Task Force) should consist of the Chiefs of Police, Sheriff, California Highway Patrol Commander of the Valley Division Special Services Unit, Chief Probation Officer and District Attorney.

B. Advisory Committee

A designee of the department head from each participating agency should serve on the Task Force Advisory Committee, which should be responsible for monitoring the operations and progress of the Task Force operations and procedures, and to provide guidance and input to the Task Force Commander. Members of the Committee should meet twice yearly, or as requested by committee members to review Task Force operations and to provide directions, review long range goals and objectives and discuss other issues identified relevant to the Task Force. The Task Force Commander shall serve as the chairperson of the Advisory Committee. Quorum voting of the Committee shall be by majority vote. A quorum shall be defined as no less than five members and shall be by Advisory Committee members only. Committee vacancies should be filled by the participating agency head.

C. Task Force Commander

Commensurate with its role as the statewide coordinator for auto theft enforcement, the California Highway Patrol (CHP) will provide a lieutenant from its Valley Division Investigative Services Unit to serve as Commander of the Task Force. The Commander will be responsible for overall management of the Task Force and will provide regular reports to the Executive Board. The Commander will dedicate that amount of time necessary to efficiently manage the Task Force.

The Commander's salary and benefits will not be reimbursed by the Task Force fund.

D. Supervision

The California Highway Patrol will provide a Sergeant as a full-time supervisor of the Task Force. The CHP Sergeant will report directly to the Task Force Commander, and will have the primary responsibility for supervision of all Task Force unit members.

The Supervisor's salary and benefits will not be reimbursed by the Task Force fund.

E. Prosecution Staff

The San Joaquin County District Attorney's Office will assign a Deputy District Attorney to vertically prosecute auto theft cases. The assigned prosecutor will be considered a unit member and will also provide guidance during the preparation of cases for trial.

A portion of the vertical prosecutor's salary and benefits will be reimbursed by the Task Force fund as allocated by the Executive Board.

F. Administrative Support Staff

The San Joaquin County Sheriff's Office will provide one full time clerical position to support Task Force office operations and other duties as assigned by the task force supervisor. Other activities needing administrative staff support will include, but not be limited to, general accounting activities such as quarterly and annual activity reports for review by the Advisory Committee. These administrative functions will be accomplished by the Task Force Commander through delegation as necessary.

The clerical position salary and benefits will be reimbursed by the task force fund.

G. Detectives/Investigators

Task Force investigative positions shall be staffed by sworn detectives/investigators from law enforcement agencies within San Joaquin County. Investigative personnel shall perform the enforcement functions of the Task Force, and conduct auto theft investigations on a full time basis. These tasks include, but shall not be limited to; suspect apprehension, case development, investigative follow-up, parole and probation sweeps, pro-active auto theft and other related operations, Delta RATT liaison to allied agencies and public and allied agency education and training on auto theft.

The salary and benefits of CHP investigators assigned to the Task Force will not be reimbursed by the Task Force fund.

As allocated by the Executive Board, a portion of the salary and benefits of other detectives assigned to the team may be reimbursed by the Task Force fund.

H. Probation Officer

A San Joaquin County Probation Officer shall be assigned to the Task Force to maintain, analyze, and disseminate case information on probationers with auto theft related violations. Working with the team full time, the probation officer shall also be key in preparing and performing pro-active sweeps, contacts and searches. As needed, the probation officer will prepare necessary documentation connected to probation violation arrests or warrants.

A portion of the probation officer's salary and benefits will be reimbursed by the Task Force fund as allocated by the Executive Board.

I. Evidence Technician

The San Joaquin County Sheriff's Office will provide one part-time evidence technician to support task force operations. The technician salary will be reimbursed by the Task Force fund.

J. Personnel

Personnel assignments to the Task Force shall generally be for a minimum of two years, but may be extended by mutual agreement of the Task Force Commander and the Task Force member's parent agency. 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 department. If the Task Force Commander has cause to remove a member, he/she shall discuss the issue with the participating agency. It is agreed, however, that the resolution of operational problems will be accomplished at the lowest level and in the best interest of Delta RATT.

Scheduling of Task Force personnel shall be the responsibility of the Task Force Supervisor in accordance with the overtime policies or guidelines of the members' respective parent agencies. Whenever practical, the supervisor shall discuss overtime scheduling with the parent agency prior to the time such hours are worked.

Personnel assigned to the Task Force shall be deemed to be continuing under the employment of their respective jurisdictions, and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers in their own jurisdictions.

All terms and conditions of an employee's labor contract shall be in full effect, and shall be abided by, even though the employee is assigned to the Task Force.

Whenever a Task Force funded position remains vacant for more than sixty (60) consecutive calendar days due to illness or injury, the position should be filled by the participating agency consistent with its provisions for the selection of personnel for the Task Force. The involved agency should attempt to replace personnel without delay.

IV. FISCAL PROCEDURES

Task Force funding will come from the amounts provided to San Joaquin County pursuant to Vehicle Code section 9250.14 and will be used to pay for the purposes specified in that section. The Task Force supervisor will present an annual budget to the Executive Board for approval and will report expenses to the Executive Board on a regular basis. The annual budget will reflect salary and benefit allocations for each of the reimbursable Task Force positions. Any unused funds received under this section in excess of those budgeted for task force expenses shall be retained in the trust fund or distributed to the participating departments as determined by the Executive Board.

V. LIABILITY

Each agency participating in this Task Force shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating in the Task Force. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by them and injured in the course and scope of their duties while assigned to this Task Force.

Each participating agency, insofar as it may legally do so, agrees to hold harmless all other participating agencies, their officers, agents, and employees from and against any and all claims and demands whatsoever resulting from their negligence or omissions in connection with the acts related to this agreement.

VI. OPERATIONAL LOCATION

The task force will be based in its own facility. Appropriate space will be leased and paid for by the California Highway Patrol to house task force participants, operations and equipment. The Task Force office will be located within San Joaquin County.

VII. EQUIPMENT

The Task Force Commander will be accountable for equipment assigned to the Task Force and will provide for the accounting of, and safeguarding of fixed assets. The CHP shall provide the Task Force with office space, office furniture and equipment, and office telephone. The contributions of other participating agencies will be negotiated, and will be based on what items and funding each agency has available. It is anticipated that participating agencies will provide

personal safety equipment, and miscellaneous surveillance items in support of their assigned personnel. All equipment provided by an individual agency shall remain the property of that agency, and shall be returned upon termination of that agency's participation in the Task Force.

A. Vehicles

Each participating agency is required to supply a vehicle for each employee assigned to an investigative, probation, or evidence technician position within the Task Force. When available, agencies may procure vehicles for use in the Task Force through a purchase program coordinated by the National Insurance Crime Bureau. The host agency is responsible for outfitting its vehicle with basic emergency lighting, safety and communications equipment as normally equipped for unmarked use. In addition low-band vehicle radios, as available, will be provided and installed by the California Highway Patrol. Antennas/cables to support State radios will be paid for with Task Force Funds.

B. Communication Equipment

Hand held radios will be provided by the California Highway Patrol. Other Task Force communication equipment, including cellular telephones, "air cards" and monthly cellular telephone bills will be paid for with Task Force funds. The Task Force members will be provided this equipment. Procedures will be developed to ensure proper use and accountability for the equipment.

C. Additional Equipment

The Task Force may provide surveillance equipment, binoculars, cameras, etc. to members from Task Force inventory. Additional or replacement equipment may be purchased by the Task Force fund.

The San Joaquin County Sheriff's Office shall be responsible for obtaining and maintaining a San Joaquin County Criminal Justice Information System (CJIS) computer link to the Task Force Office. Additional computers and replacements may be purchased by the Task Force fund.

D. Confidential funds

Confidential funds will be established yearly by the Advisory Committee and maintained by the Task Force for investigative resources and evidence purchases. This money will be established from the San Joaquin County Vehicle Theft Funds and replenished as necessary. The confidential funds will be maintained at the Task Force office. A safe has been acquired to maintain the funds, and at the same time, provide access and control measures to ensure security of the funds. CHP policy, as contained in HPM 81.1 (Vehicle Theft Control) Chapter 7, will be the overriding policy relative to confidential fund disbursements.

E. Task Force Operation Funds

The Task Force will be provided funds, as determined by the Advisory Committee, for expenses necessary to conduct auto theft investigations. These funds will be used for equipment, training, cellular telephones, pagers, confidential funds, informant funds, and petty cash. The Task Force Supervisor will prepare an annual budget for approval and report expenses to the Advisory Committee on a regular basis.

VIII. UNDERCOVER DOCUMENTS

The use of covert identities to support or enhance undercover operations is essential. This may require detective/investigators to possess undercover driver's licenses, and/or other sources of identification. The procurement, utilization, and control of these documents will rest with each participating agency.

IX. ASSET SHARING

Any funds resulting from forfeiture actions or other lawful sources initiated by the Task Force shall be maintained in a trust fund. The trust fund shall be administered by the Advisory Committee. Funds shall be used to further achieve the purpose of the Task Force and may be used to buy equipment, training, and/or other lawful expenditures consistent with the purposes of the Task Force.

X. STANDARD OPERATING PROCEDURES

All Task Force members shall abide by a Standard Operating Procedures (SOP) manual which shall be prepared by the Task Force supervisor and approved by the Advisory Committee. The following items shall be considered SOP of the Task Force, and may be addressed in greater detail in the Delta RATT SOP:

A. In any case where the policies or procedures of the Task Force conflict with those of a member's parent agency, the member shall abide by the directives of his or her own agency.

B. The investigation of officer-involved shootings and vehicle accidents with fatalities will be handled by the San Joaquin County Officer-Involved Critical Incident Protocol Team. A parallel investigation may be conducted by any agency when the critical incident involves one of its employees or is an investigative responsibility within its jurisdiction.

C. Task Force member evaluations and disciplinary actions shall be handled jointly between the Task Force Supervisor and the parent agency.

D. The release of media information regarding Task Force operations will be coordinated through the Task Force supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.

E. Prior to any special operations (i.e., store front, large-scale sweeps, long term covert operations) the Task Force Supervisor or case agent will apprise the head of each participating agency of the target and the strategies for the execution of the operation. An after action report will be prepared and distributed to each participating agency within 30 days of the completion of each operation.
(sentence eliminated)

F. Should a member or members of the Advisory Committee wish to amend a procedure or policy as expressed in the agreement or the Task Force SOP, those changes shall be presented jointly to the entire Advisory Committee and the Task Force Commander, and shall be adopted upon a majority vote of the Advisory Committee. All members of the Task Force shall be notified prior to the effective date of any change in policy or procedure.

XI. REPORTING

A. The Task Force Commander will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments of Task Force operation. This reporting system will serve as the basis for reports to the Advisory Committee and Executive Board and will ensure accountability for resources, personnel and equipment.

B. The Commander will submit an operational report to the Advisory Committee annually.

XII. AMENDMENTS TO THE MOU

The Executive Board may amend any portion of this MOU by a majority vote of the quorum.

XIII. TERM OF AGREEMENT

This agreement shall remain in effect for two years, commencing on July 1, 2013 and terminating on June 30, 2015. Any participating agency desiring to terminate its participation in this agreement shall indicate such intent, in writing, to the Executive Board. The termination shall be deemed to take effect not less than thirty (30) days after receipt of the written communication, or upon a date established by mutual agreement.

XIV. SIGNATURES

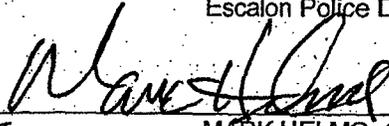
The undersigned represent that they have the authority to execute this agreement on behalf of their respective agencies; and, in signing this formal agreement, represent concurrence with and support of the Delta Regional Auto Theft Team as set forth in this agreement and for the period and purposes as stated herein.

R. ELLISON, Lieutenant
California Highway Patrol
Acting Commander, Special Services Unit

Date

MILT MEDEIROS, Interim Chief
Escalon Police Department

Date



MARK HELMS, Chief
Lodi Police Department

7-18-13

Date

Konradt Bartlam, City Manager
Lodi Police Department

Date

NICK OBLIGACION, Chief
Manteca Police Department

Date

EDWARD ORMONDE, Chief
Ripon Police Department

Date

JAMES P. WILLETT, District Attorney
San Joaquin County District Attorney's Office

Date

STEPHANIE L. JAMES, Chief Probation Officer
San Joaquin County Probation Department

Date

Memorandum of Understanding
Delta Regional Auto Theft Team
June 17, 2013

XIV. SIGNATURES - Continued

The undersigned represent that they have the authority to execute this agreement on behalf of their respective agencies; and, in signing this formal agreement, represent concurrence with and support of the Delta Regional Auto Theft Team as set forth in this agreement and for the period and purposes as stated herein.



STEVE MOORE, Sheriff
San Joaquin County Sheriff's Office

7-17-13
Date

ERIC JONES, Chief
Stockton Police Department

Date

Bob Deis, City Manager
Stockton Police Department

Date

GARY R. HAMPTON, Chief
Tracy Police Department

Date

Leon Churchill, City Manager
Tracy Police Department

Date