

TULARE COUNTY REGIONAL AUTO THEFT TASK FORCE

(T-RATT)

MEMORANDUM OF UNDERSTANDING

Revised January 1, 2014

I. OVERVIEW

Vehicle theft has created a huge financial drain on the people within the cities and County of Tulare. Each year, millions of dollars are spent to replace or repair the vehicles that have been stolen. Vehicle theft, long considered a low priority crime by many agencies is now recognized as the nexus to other crimes and is a major part of the criminal problem in Tulare County.

Since 1999, vehicles reported stolen within the cities and County of Tulare increased over 143% to a record 3,905 in 2006. By comparison, the number of vehicles stolen statewide was up 44.7% over the same period. Tulare County is ranked number two in California and third in the nation for vehicle thefts per capita. In an effort to combat this alarming trend, law enforcement agencies in Tulare County agreed to combine resources and work cooperatively to more effectively enforce the vehicle theft laws of the State of California and to investigate other criminal activity relating to the vehicle theft problem. Currently, 11 major law enforcement agencies (the Tulare County Sheriff's Department, Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake Police Departments, The Tulare County District Attorney's Office and the California Highway Patrol) have tentatively agreed to assign personnel and/or contribute funding to the Tulare County Regional Auto Theft Task Force (T-RATT). The use of this Task Force concept is intended to ensure a well coordinated, county-wide vehicle theft enforcement program and to supplement ongoing Vehicle Theft Investigative Units already in place.

This document will serve as a Memorandum of Understanding (MOU), and is entered into by the participating agencies to provide the legal basis for the continued establishment of T-RATT, and to serve as a formal cooperative agreement rather than a separate public entity as defined in Government Code Sections 6500 through 6565.

II. MISSION

The mission of T-RATT is to reduce the incidents of vehicle theft and vehicle theft related crimes within Tulare County through aggressive, innovative and proactive enforcement and educational measures.

III. OBJECTIVES

- Reduce the number of vehicle thefts in Tulare County by 5% for the year 2014 and 5% for 2015.
- Gather and analyze statistical data to identify theft trends in Tulare County and deploy resources accordingly with a primary focus on the professional thief.
- Upon request, provide assistance to agencies for specific vehicle theft problems within their respective jurisdictions. Increase public awareness of the vehicle theft problem, vehicle theft preventive measures and the potential consequences of engaging in vehicle theft activities to the public through various media communications.
- Provide training in the area of vehicle theft recognition and enforcement to allied agencies.
- Vigorously prosecute all crimes related to vehicle theft to act as a deterrent for potential thieves in the future.

IV. TASK FORCE ORGANIZATION

Law Enforcement Executive Committee

A Law Enforcement Executive Committee shall act as the Board of Directors and govern the affairs of T-RATT. The Executive Committee shall be comprised of the Chief Executive Officer for each participating agency. The Executive Committee will meet on an as-needed basis to review task force operations and to provide direction, guidance and oversight.

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T-RATT Coordinator

The Task Force Coordinator's position will be at the rank of Lieutenant, California Highway Patrol, subject to approval of the Executive Committee. The Lieutenant will be responsible for the management of the task force and will be directly accountable to the Executive Committee for Task Force operations. The Task Force Coordinator will determine and dedicate the time necessary to effectively manage Task Force operations.

The Coordinator will provide the Executive Committee with quarterly operational reports of task force activities. This shall not preclude immediate notification to the chairperson of significant events as they occur. Any personnel assigned to the task force shall work under the immediate supervision and direction of the Coordinator and shall adhere to the written policies and procedures of the task force.

T-RATT Supervision

T-RATT will be supervised by a sergeant from the California Highway Patrol. The supervisor will report directly to the Coordinator and be responsible for the supervision of task force members.

T-RATT Members

The task force shall be staffed by personnel referred by the participating agencies. Consideration for task force placement is based on past superior job performance, investigative aptitude and the ability to work well with others in a close, team-oriented environment. Assignment to the task force should normally be for a minimum of one year and may be extended by mutual agreement.

Personnel not meeting an acceptable level of performance or standards, or refusing to comply with task force policy and procedure, may be removed from the task force and transferred back to their employing agency. If the Coordinator has cause to remove a task force member, he/she shall discuss the issue with the employing agency. If the employing agency does not concur with the decision of the Coordinator, the issue shall be forwarded to the Executive Committee for final resolution. It is agreed, however, that the resolution of operational issues at the lowest level is in the best interest of the task force.

V. FISCAL PROCEDURES

Salaries and Benefits

Task Force member salaries, benefits, overtime and travel of each task force member shall be borne by the member's employing agency.

Overtime scheduling of task force members shall be done by the T-RATT Coordinator and supervisors in accordance with the overtime policies of the member's employing agency.

All terms and conditions of each task force member's labor contract shall be in full effect, and shall be abided by, even though the employee is assigned to the task force.

VI. LIABILITY

Personnel assigned to T-RATT 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.

Each participating agency shall be responsible for the acts of its respective members, as well as for any losses, damages, claims, demands, vehicle accidents or other liabilities arising out of that member's services and activities while participating in the task force. When a member drives a vehicle owned by another agency, the driver's agency assumes all liability associated with the operation of such vehicle except for the vehicle's mechanical condition. Each participating agency shall also be liable for any and all worker's compensation benefits for their personnel injured in the course and scope of duty while assigned to the task force.

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

VII. OFFICE SPACE, EQUIPMENT AND OPERATING EXPENSES

The Visalia Police Department, at its own expense, will provide office space at 336 North Ben Maddox Avenue in Visalia. If the space becomes unavailable or the needs of the task force change, other locations may be considered.

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In the event office space must be obtained on a lease basis, the lease may be paid with Vehicle Code Section 9250.14 funds if redirected by approval of the Executive Committee. If not, the participating agencies shall share financial responsibility for leased facilities.

The participating agencies shall provide office furniture and supplies. Telephones and miscellaneous office equipment will be provided through task force funds.

The contributions of other agencies will be negotiated as necessary and will be based on items and funding available to that agency. It is anticipated that participating agencies will provide an undercover vehicle, safety equipment and miscellaneous surveillance equipment in support of each of their assigned personnel. Fuel and maintenance costs for vehicles operated by task force members shall be borne by the agency employing said member.

The Coordinator, supervisor and all task force members shall be provided a portable cellular telephone through task force funds for use in task force operations.

The California Highway Patrol will provide air support for task force operations as needed and when available at their own expense.

VIII. STANDARD OPERATING PROCEDURE

All T-RATT members shall be provided and shall abide by the Standard Operating Procedures (SOP) manual that shall be prepared by the Task Force Coordinator/Supervisor and approved by Executive committee. The SOP shall specify policy, procedures and tactics to be followed by task force members and shall include, but not limited to, the following specific items:

- In any case where the policies or procedures of the task force conflict with those of a member's employing agency, the member shall abide by the directives of his or her own agency.
- The investigation of officer-involved shooting incidents and vehicle accidents will be conducted by the agency having jurisdiction where the incident occurred. The employing agency will also have the option to conduct a parallel investigation if they so choose.
- Task force member evaluations, complaints and internal investigations will be handled by the employing agency.

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- Task force booking shall be divided equally between participating agencies that are currently required to pay the fees to avoid any concern over the payment of booking fees to the County of Tulare.
- The release of media information regarding task force operations will be coordinated through the T-RATT supervisor with the approval of the Coordinator. All participating agencies shall be notified prior to the release of information to the media.
- Pursuits involving unmarked vehicles shall be strongly discouraged. Members who become involved in a pursuit shall abide by the pursuit policy established by their respective agency.

IX. REPORTING

The T-RATT Coordinator will be responsible for implementing a reporting system for tracking task force activity and resource utilization. This reporting system will serve as the basis for quarterly reports to the Executive Committee as well as to ensure an accountability of personnel and resources.

The Coordinator will submit an operational report to the Executive Committee on a quarterly basis within 20 days following the end of each calendar quarter.

X. AMENDMENTS TO THE AGREEMENT OR TASK FORCE SOP

The Executive Committee may amend any portion of this agreement or the T-RATT SOP by a majority vote of the quorum.

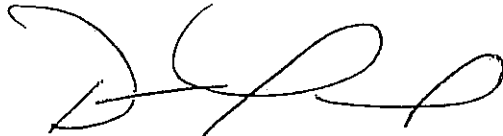
XI. TERM OF AGREEMENT

This agreement shall commence and shall remain in effect for a period of two (2) years. Participating agencies may elect to terminate the agreement at any time prior to its termination. Any agency wishing to do so shall indicate such intent in writing to the Executive Committee. The termination shall be deemed to take effect not less than 30 days after receipt of the written notice or upon a date established by mutual agreement.

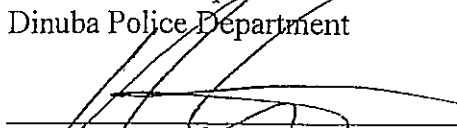
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XII. SIGNATURES

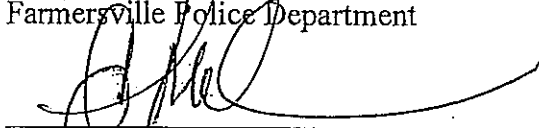
The undersigned represent authority to execute this agreement on behalf of their respective agencies; and in signing this formal agreement, represent concurrence with and support of T-RATT as set forth in this agreement and for the period and purposes as stated herein.




Chief Devon Popovich
Dinuba Police Department



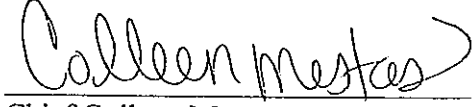
Chief Mario Krstic
Farmersville Police Department



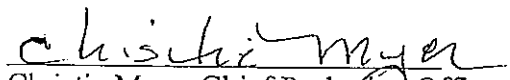
Chief Chuck McMillan
Porterville Police Department



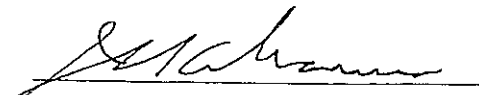
Tim Ward, District Attorney
Tulare County D. A.'s Office



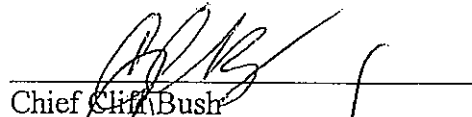
Chief Colleen Mestas
Visalia Police Department




Christie Myer, Chief Probation Officer
Tulare County Probation



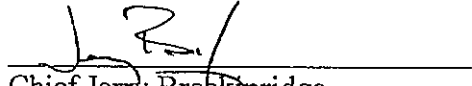
Chief Jim Abrames
California Highway Patrol



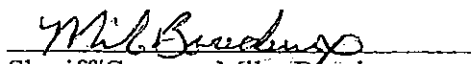
Chief Cliff Bush
Exeter Police Department




Chief Richard Wilkinson
Lindsay Police Department




Chief Jerry Breckinridge
Tulare Police Department



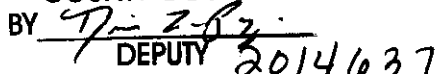
Sheriff/Coroner Mike Boudreaux
Tulare County Sheriff's Department



Chief Mike Marquez
Woodlake Police Department



Chief Robert Masterson
College of the Sequoias

APPROVE AS TO FORM:
COUNTY COUNSEL
BY 
DEPUTY 2014637