



Board Agenda Item 27

DATE: January 24, 2023
TO: Board of Supervisors
SUBMITTED BY: John Zaroni, Sheriff-Coroner-Public Administrator
SUBJECT: Retroactive Help Eliminate Auto Theft Memorandum of Understanding

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute a retroactive Memorandum of Understanding with the California Highway Patrol, the California Department of Motor Vehicles, and the Clovis Police Department that provides the legal basis for the continued establishment of the Help Eliminate Auto Theft Task Force, a cooperative agreement to reduce auto theft in Fresno County, effective July 1, 2022, not to exceed five consecutive years, which includes a three-year base contract and two optional one-year extensions, total not to exceed \$300,000.

There is no additional Net County Cost associated with the recommended action. The recommended action will approve the Memorandum of Understanding (MOU) between the Sheriff's Office, Clovis Police Department, California Department of Motor Vehicles (DMV), and the California Highway Patrol (CHP) for overtime and training costs associated with Help Eliminate Auto Theft (HEAT) activities. The reimbursement of costs shall not exceed \$60,000 per year (\$55,000 for Overtime and \$5,000 for Training) for the CHP. The costs for the HEAT program will be borne by the County of Fresno and will be submitted for reimbursement to the State.

ALTERNATIVE ACTION(S):

Your Board could choose to not approve the recommended action, and the overtime and training costs by the CHP. This could impact the level of participation by the CHP in the future, as overtime hours are required for officers to work longer details and testify in court hearings. If funding is reduced or not available, this would compromise the ability of CHP to meet these requirements.

RETROACTIVE AGREEMENT:

Approval of the recommended action will make the agreement with the agencies effective July 1, 2022. The MOU is retroactive due to contract negotiations and the review and approval process for the multiple agencies. These steps delayed the MOU from being placed on an earlier agenda date. The MOU was signed by all agencies in early December 2022.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action, as the overtime and training costs will be offset using HEAT funds that are included in the FY 2022-23 Sheriff Org 3111 Adopted Budget and will be included in subsequent budget requests by the Sheriff's Office. Funding costs are budgeted at \$60,000 per year with a grand total of \$300,000 for the term of the MOU.

DISCUSSION:

In 1992, your Board authorized a resolution implementing Section 9250.14 of the Vehicle Code which permitted Fresno County to add a \$1.00 assessment to vehicles registered with a Fresno County address. The funds can be used for programs which enhance the capability of local police and prosecutors to deter, investigate and prosecute vehicle theft crimes. In 1992, the Board approved the use of the funds to address juvenile vehicle theft offenders in Fresno County by adding staffing capacity at Juvenile Hall by approximately 24 beds. Due to the spike in auto theft among adults, in FY 2012-13, the Board approved these funds for allocation to the Sheriff's Office to implement an auto theft program for adults. Vehicle theft by adults continues to be a serious problem facing the residents of Fresno County. Victims of vehicle theft suffer financial harm and emotional distress from the loss of what many times is the only means of transportation for an entire family. The average victim is fortunate enough to have his/her vehicle recovered by law enforcement in one piece; however, the resulting tow fees and repair costs can be prohibitive.

On October 31, 2017, the Fresno County Sheriff's Office entered into a HEAT MOU with the CHP and the Clovis Police Department. The Clovis Police Department participates in the Fresno HEAT task force, but does not receive any funding from the Sheriff's Office for this purpose. The purpose of the MOU is to establish the strategic objectives for the HEAT task force. On October 31, 2017 the Sheriff's Office requested and received approval from the Board to execute the HEAT MOU effective through June 30, 2022.

The Investigator position for the HEAT program was added in FY 2017-18 for the California Department of Motor Vehicles Investigation Division. The DMV investigator, a California State peace officer, brings additional knowledge to help combat auto theft; including access to the extensive DMV database and expertise in fraudulent documents, vehicle titles, and business licensing.

The Sheriff FY 2017-18, FY 2018-19, and FY 2019-20 adopted budgets each included revenues in the amount of \$765,000 for the HEAT program. The FY 2020-21 Adopted Budget included the amount of \$823,000. The FY 2021-22 budget included the amount of \$820,000. The increase in estimated FY 2022-23 revenues is based on actual revenues received in prior fiscal years. The HEAT program includes funding of \$60,000 per year for the recommended MOU and \$795,000 for three Deputy Sheriff positions and an electronic monitoring program for up to 40 auto theft clients, who are monitored by the HEAT team. The costs for the HEAT program will be borne by the County of Fresno and will be submitted for reimbursement to the State.

The recommended MOU provides that HEAT shall be governed by an executive committee, comprised of the Chief Executive Officer, or his or her designee, from each participating agency. A uniformed Lieutenant from the CHP shall serve as the HEAT commander, responsible for the management of the task force. A uniformed Sergeant from CHP will supervise HEAT, and be responsible for its daily operations.

The recommended MOU provides that each participating agency shall be responsible for the acts of its members, as well as any losses, damages, claims, demands, vehicle accidents or other liabilities arising out of that member's activities while participating in the task force. The recommended MOU also provides that each participating agency must agree to defend, indemnify, and hold harmless all other participating agencies from any and all claims and demands resulting from that participating agency's member's negligence, acts, or omissions.

The HEAT MOU can be terminated by the Sheriff, Clovis Police Department, DMV, or the CHP.

REFERENCE MATERIAL:

BAI #25, October 31, 2017
BAI #33, September 13, 2016

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - MOU with CHP, DMV, and Clovis Police Department
On file with Clerk - EXHIBIT A
On file with Clerk - EXHIBIT B

CAO ANALYST:

Samantha Buck