

**MEMORANDUM OF UNDERSTANDING**

**Fresno Help Eliminate Auto Theft (HEAT)**

**Vehicle Theft Task Force**

**July 1, 2017**

## I. OVERVIEW

- A. Vehicle theft 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 in Fresno County can only afford liability only insurance on their older model vehicles. If a victim is fortunate enough to have his/her vehicle recovered by law enforcement, the resulting tow fees and repair costs can be prohibitive for recovering the vehicle.

Criminals often utilize stolen vehicles to commit secondary crimes such as residential burglary, agricultural crime, mail theft, identity theft, narcotics trafficking, and robbery. Other criminals strip stolen vehicles of their valuable components and sell them on the black market then cut the vehicle carcass into small pieces and dispose of the materials at local metal processing facilities. The professional vehicle thief conceals the identity of a stolen vehicle through VIN swapping, title washing, cloning, or other means and then sells the vehicle to an unsuspecting buyer. Once the vehicle is located and recovered, the innocent purchaser becomes the second victim of vehicle theft and loses the purchase price of the vehicle.

Vehicle theft is a clandestine and transient crime that knows no jurisdiction. The vast majority of vehicle theft occurs in densely populated areas. However, vehicle thieves and chop shops are located countywide. Chop shops have been located as close as one block from a Fresno Police Department substation and as isolated as rural Fresno County near Cantua Creek.

A multi-agency law enforcement partnership that proactively identifies, investigates, and arrests vehicle thieves, wherever they are operating, has been a proven and effective method for successfully reducing incidents of vehicle theft. Vehicle theft, like other crimes, will never be completely extinguished. However, it is law enforcement's responsibility to ensure this illegal and destructive crime is not allowed to flourish in our community.

- B. This document serves as a Memorandum of Understanding (MOU), and is entered into by the participating agencies (City of Clovis, California Highway Patrol, California Department of Motor Vehicles, and County of Fresno) to provide the legal basis for the continued establishment of Fresno Help Eliminate Auto Theft, 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 Fresno HEAT is to reduce the incidents of auto theft within Fresno County through proactive, sustained, and strategic implementation of known and accepted methods of vehicle theft enforcement and investigation.

#### A. Strategic Objectives

1. Proactively identify, investigate, and arrest persons actively committing vehicle theft related criminal offenses;
2. Locate and recover stolen vehicles and vehicle component parts;
3. Conduct business inspections pursuant to CVC § 2805;
4. Conduct parole and probation searches;
5. Disseminate vehicle theft related information to law enforcement;
6. Participate in proactive interjurisdictional vehicle theft enforcement operations with vehicle theft task forces in Tulare County, Kern County and Stanislaus County to address interjurisdictional vehicle theft related crime patterns and trends affecting the Central Valley.
7. Conduct undercover operations when warranted, with the specific intent of investigating vehicle theft related offenses;
8. Increase public awareness of vehicle theft related efforts through social media, written news releases, and cooperative efforts with the California Highway Patrol Central Division's Public Information Officers.

### III. TASK FORCE ORGANIZATION

#### A. Fresno HEAT Executive Committee

The Executive Committee shall act as the Board of Directors and govern the affairs of Fresno HEAT. The Executive Committee shall be comprised of the Chief Executive Officer (ie, the Sheriff, Chief of Police, California Highway Patrol Central Division Commander), or his/her designee, from each participating agency. The Executive Committee will meet quarterly, on a date agreeable by a quorum of the committee, to review task force operations and provide oversight.

#### B. Fresno HEAT Commander

A uniformed employee with the CHP, holding the rank of Lieutenant, will serve as the Fresno HEAT Commander. The Fresno HEAT Commander will be responsible for the management of the task force and will be directly

accountable to the Executive Committee for task force operations. The Fresno HEAT Commander will determine and dedicate the time necessary to effectively manage task force operations.

The Fresno HEAT Commander will provide the Executive Committee with operational reports of task force activities. Additionally, the Fresno HEAT Commander will provide quarterly reports of task force activities to each participating agency. All personnel assigned to the task force shall work under the immediate supervision and direction of the Fresno HEAT Commander and shall adhere to the written policies and procedures of the task force, along with policies and procedures of their respective agencies.

C. Fresno HEAT Supervisor

A uniformed employee with the California Highway Patrol, holding the rank of Sergeant, will supervise Fresno HEAT. The supervisor will report directly to the Fresno HEAT Commander and be responsible for the daily supervision of task force personnel. The supervisor shall collect statistics and submit a monthly report of task force activities to the Fresno HEAT Commander.

D. Task Force Personnel

Fresno HEAT shall be staffed by personnel referred by participating agencies, upon approval and concurrence from the Fresno HEAT Commander. Due to the critical nature of the operation, agency representatives/personnel interested in joining Fresno HEAT shall be interviewed by the Fresno HEAT Supervisor, prior to selection and/or appointment. The Fresno HEAT Commander shall make the final decision regarding the appointment of any and all personnel assigned to Fresno HEAT.

Consideration for task force placement shall be based on past superior job performance, investigative aptitude, officer safety, and the ability to work well with others in a close, team-oriented environment.

Assignment to Fresno HEAT should normally be for a minimum of two years and may be extended by mutual agreement to a maximum of five years. Any extensions will be agreed upon by the HEAT Commander and the employing agency.

Personnel not meeting an acceptable level of performance or standards, failing to comply with task force policy, procedure, and/or supervision may be removed from the task force and returned back to their parent agency by the Fresno HEAT Commander.

If the Fresno HEAT Commander desires to remove a task force member, he/she may discuss the issue with the employing agency. If the employing

agency does not concur with the decision of the Fresno HEAT Commander, the issue may be forwarded to the Executive Committee. In the event of a disagreement on a decision before the Executive Committee, the California Highway Patrol Central Division Commander will make the final decision.

Attempting to resolve operational and personnel issues at the lowest possible level is recommended. However, a single significant act or incident of insubordination, flagrant violation of the SOP/MOU, or untruthfulness may be cause for immediate removal by the Fresno HEAT Commander.

All Fresno HEAT personnel, regardless of rank, shall be familiar with and adhere to California Highway Patrol General Order 0.8, Professional Values. (Exhibit A)

#### IV. FISCAL PROCEDURES

Each task force members' salary, benefits, overtime, and travel expenses/reimbursements shall be borne by the task force member's employing agency. Scheduling of task force members shall be set by the Fresno HEAT Supervisor 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.

The Fresno County Sheriff's Office shall disperse Vehicle Code Section 9250.14 funds in accordance with "Exhibit B" to offset overtime and training cost to the employees of the California Highway Patrol that are assigned to participate in the HEAT Task Force. These funds will be dispersed pursuant to the terms of the MOU, the program description and budget, as well as applicable laws, regulations and policies. The dollar amounts listed in "Exhibit B" can be renegotiated annually during the length of this MOU pursuant to an amendment of this MOU as set forth in section XI below.

Any such transfer of funds between the Fresno County Sheriff-Coroner's Office and the California Highway Patrol shall be in furtherance of the MOU and the HEAT program. The California Highway Patrol shall submit requests for reimbursement for training expenditures and overtime of its law enforcement personnel to the Task Force Commander. If the request for reimbursement does not follow rules and regulations or there are not sufficient remaining grant funds to make the reimbursement, the Fresno County Sheriff-Coroner's Office will not make reimbursement and the burden of the cost will be at the expense of the California Highway Patrol.

#### V. LIABILITY

Personnel assigned to HEAT 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 party shall assume the responsibility and liability of the acts and omissions of its own elected representatives, officers, agents, volunteers, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, a participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

It is the intent of the parties, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to the party's negligence.

Each participating agency, 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 resulting from their member's negligence in connection with acts or omissions related to this assignment.

## VI. FACILITIES AND OPERATIONS

### A. Office Space

The California Highway Patrol, at its own expense, will continue to provide office space at its current location. If the space becomes unavailable or the needs of the task force change, other locations may be considered.

### B. Office Equipment

The California Highway Patrol will continue to furnish the following necessary office equipment:

- I. Chairs, tables, and desks
2. One fax machine with a dedicated telephone line
3. One copier machine

4. One secure safe for weapon storage
5. Lockers for office supply storage
6. Hard-line office telephone system

C. Computer Terminals

Departmental computer systems and maintenance of such systems will be provided for each member of the task force by his/her employing agency.

D. Supplemental Resources

Additional contributions to HEAT from involved agencies will be negotiated as necessary and will be based on resources and funding available to the agency.

E. Vehicles

Participating agencies will provide a vehicle to their assigned personnel, preferably an unmarked/undercover vehicle. Vehicles obtained through the National Insurance Crime Bureau and maintained by participating agencies qualify as unmarked/undercover vehicles. Fuel and maintenance costs for vehicles operated by task force members shall be assumed by the agency employing said member.

F. Public Safety Equipment

The employing agency will provide necessary public safety equipment and miscellaneous surveillance equipment for their assigned personnel.

G. Aerial Support

The California Highway Patrol will continue to provide air support for task force operations as needed and when available.

VII. STANDARD OPERATING PROCEDURE (SOP)

All Fresno HEAT members shall be provided, and abide by, the Standard Operating Procedures (SOP) manual. The SOP shall be prepared by the Fresno HEAT Commander/Supervisor and approved by the Executive Committee. The SOP shall specify policy, procedures and tactics to be followed by task force members and shall include, but not be limited to, the following specific items:

A. Conflicting Policy

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 and give notification to the HEAT Supervisor.

#### B. Officer Involved Shooting Investigations

The investigation of officer-involved shooting incidents and vehicle accidents will be conducted by the agency having investigative 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.

#### C. Booking Fees Waived

Task force booking shall not incur booking fees from the County of Fresno. The booking slip shall be marked, "Fresno HEAT" near the upper right corner in bold letters to notify intake personnel. Additionally, the arresting officer's name and Fresno HEAT ID number/call sign shall be clearly printed in the same location. The, "Fee Exempt-YES," box shall also be checked.

Example: "Fresno HEAT BH-20"

### VIII. SITE SECURITY

The Fresno HEAT office contains firearms, U.S. Currency, computers, case files, confidential and privileged information, and confidential surveillance equipment. When no one is occupying the office, the door shall be locked, the alarm shall be set, all sensitive information shall be secured, and weapons shall be securely locked in the safe (the safe shall be locked by both key and combination).

Access to the Fresno HEAT office is restricted to law enforcement personnel only. Confidential informants, witnesses, and/or victims shall not be brought to the Fresno HEAT office, the office parking lot, and/or shown, told, or advised where the Fresno HEAT office is located.

#### A. News Releases and Media Interviews

The release of media information regarding HEAT operations will be coordinated through the Fresno HEAT Commander or his/her designee. All agencies significantly participating in a newsworthy event shall be notified prior to the release of information to the media. News releases shall comply with State Law. The media is not permitted access to the Fresno HEAT office due to the presence of privileged and confidential information and equipment. To prevent the location of the Fresno HEAT office from being made public, media interviews shall not be conducted inside, in front of, or near the office. It is encouraged that media interviews be conducted at a crime scene or in front of a public law enforcement office building.



IX. VEHICLE PURSUITS

Vehicle pursuits involving unmarked vehicles are discouraged. Members who become involved in a pursuit shall abide by the pursuit policy established by their respective agency.

X. REPORTING

The Fresno HEAT Commander 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 Fresno HEAT Commander will submit an operational report to the Executive Committee on a quarterly basis.

XI. AMENDMENTS TO THE MOU

The parties to this Agreement may negotiate and amend, in writing, any portion of this MOU.

XII. TERM AND TERMINATION OF AGREEMENT

This MOU shall become effective on July 1, 2017, and shall terminate on June 30, 2020. The term of this MOU will automatically be extended upon the same terms and conditions herein set forth for two additional one-year terms, unless any party provides written notice of non-renewal. Written notice of non-renewal will only be effective if given as follows: for the renewal term July 1, 2020 to June 30, 2021, written notice of non-renewal must be given to the other parties no later than April 30, 2020; and for the renewal term July 1, 2021, to June 30, 2022, written notice of non-renewal must be given to the other parties no later than April 30, 2021. Participating agencies may elect to terminate the MOU at any time. 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.

XIII. AUDITS AND INSPECTIONS

City of Clovis, California Department of Motor Vehicles, and California Highway Patrol (CONTRACTORS) shall at any time during business hours, and as often as the County of Fresno (COUNTY) may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this MOU. The CONTRACTORS shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTORS compliance with the terms of this MOU. If this MOU exceeds ten thousand dollars (\$10,000.00), CONTRACTORS shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

XIV. SIGNATURES

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



N. G. NORTON, Chief  
California Highway Patrol



MARGARET MIMS, Sheriff-Coroner  
Fresno County Sheriff's Department



MATTHEW BASGALL, Chief  
Clovis Police Department

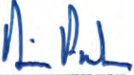


TOM WILSON, Deputy Chief  
California Department of Motor Vehicles

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement as of the day and year first hereinabove written:

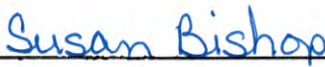
COUNTY OF FRESNO



BRIAN PACHECO, Chairman of the  
Board of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel  
Clerk to the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

FOR ACCOUNTING USE ONLY:

Fund	0001
Subclass	10000
ORG	3111
Account	7295