

MEMORANDUM OF UNDERSTANDING

VENTURA COUNTY AUTO THEFT TASK FORCE

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

- CALIFORNIA HIGHWAY PATROL
- NATIONAL INSURANCE CRIME BUREAU
- OXNARD POLICE DEPARTMENT
- PORT HUENEME POLICE DEPARTMENT
- SIMI VALLEY POLICE DEPARTMENT
- SANTA PAULA POLICE DEPARTMENT
- VENTURA COUNTY OFFICE OF THE DISTRICT ATTORNEY
- VENTURA COUNTY SHERIFF'S OFFICE
- VENTURA POLICE DEPARTMENT
- DEPARTMENT OF MOTOR VEHICLES INVESTIGATIONS

I. PURPOSE

The purpose of this memorandum is to establish and set forth the responsibilities of the California Highway Patrol (CHP) and participating agencies as they relate to the VenCATT and its activities through Ventura County as well as surrounding cities and counties. The operational agreement stands as evidence that the Ventura County Sheriff's Department, the National Insurance Crime Bureau (NICB), the Ventura County District Attorney's Office, the Oxnard Police Department, the Simi Valley Police Department (SVPD), the Ventura Police Department (VPD), the Port Hueneme Police Department, the Santa Paula Police Department, and the CHP will be committed to work together toward the mutual goal of the investigation, arrest, and prosecution of persons/organizations who are engaged in auto theft and "chop shop" activities impacting the County of Ventura.

II. MISSION

The mission of VenCATT is to reduce the incidence of vehicle theft in Ventura County through proactive enforcement efforts, apprehension of the professional and organized

vehicle thief, education and public awareness. The specific objectives of the VenCATT are to:

- Increase the number of arrests of vehicle theft suspects, particularly organized professional thieves participating in the "theft ring" activity.
- Increase the prosecution rate and penalties for vehicle thieves.
- Develop a centralized repository for vehicle theft information and disseminate vehicle theft and criminal intelligence information to local law enforcement agencies in a timely manner.
- Identify local trends through collective crime analysis and take appropriate enforcement actions.
- Increase the recovery rate of vehicles stolen in Ventura County.
- Increase public awareness of the vehicle theft problem, and of the potential consequences of engaging in vehicle theft activities.
- Target specific locations that are used in conjunction with vehicle thefts, such as "chop shops" and legitimate businesses used for illegal activities.
- Provide a trained vehicle theft unit to work with other task forces throughout California.

III. TASK FORCE ORGANIZATION

A. Executive Committee

The executive committee of the task force consists of the Ventura County Sheriff, Ventura County District Attorney, Chiefs of Oxnard, Port Hueneme, Simi Valley, Ventura Police Departments, the CHP Investigative Services Unit (ISU) coordinator, and the regional representative for the NICB, or their designee.

B. Advisory Committee

A designee of the department head from each participating agency should serve on the VenCATT Advisory Committee (hereinafter advisory committee), which should be responsible for monitoring the operations, progress, and procedures of VenCATT, and to provide guidance and input to the VenCATT commander. Members of the advisory committee should meet twice yearly, or as requested by advisory committee members, to review VenCATT operations, provide direction, review long range goals and objectives, and discuss issues identified relevant to VenCATT. The VenCATT commander should serve as the chairperson of the advisory committee. Quorum voting of the advisory

committee shall be by majority vote. A quorum shall be defined as no less than five members and shall be advisory committee members only. Advisory committee vacancies should be filled by the participating agency head.

Large expenditures requested by the VenCATT supervisor will be reviewed by the advisory committee and shall be determined by a majority vote.

C. Task Force Commander

Commensurate with its role as the statewide coordinator for auto theft enforcement, the CHP will provide a lieutenant from its Coastal Division ISU to serve as commander of VenCATT. The VenCATT commander will be responsible for overall management of VenCATT and will provide regular reports to the executive committee. The commander will dedicate that amount of time necessary to efficiently manage VenCATT. The commander's salary and benefits will not be reimbursed through or by the VenCATT fund.

D. Task Force Supervision

A CHP sergeant will be the VenCATT supervisor/coordinator. The sergeant will be responsible for managing VenCATT, reporting on VenCATT issues and activities to the executive management of participating departments, and for preparation of any annual VenCATT reports.

The VenCATT sergeant will be responsible for providing departmental heads with a semi-annual and annual report of VenCATT activities.

The VenCATT sergeant and designated supervisors of the participating agencies will act in concert regarding investigators' monthly/yearly evaluations.

E. Task Force Investigators

Each participating agency will assign qualified investigators to VenCATT for a minimum of two years. The investigators shall work under the immediate supervision of the VenCATT sergeant. While assigned to VenCATT, investigators shall remain subject to the policies, procedures and directives of their employing agencies.

Investigators may possess undercover documents supporting covert identities used to enhance operations and investigations. The procurement, utilization and control of these documents shall be the responsibility of the investigator's employing agency.

Investigators who do not meet acceptable standards of performance or who refuse to comply with VenCATT policies and procedures may be removed from VenCATT by the VenCATT commander. The VenCATT commander shall discuss the issue with the investigator's employing agency.

If the employing agency does not agree with the action, the contested issue shall be forwarded to the collective department heads for final resolution. Resolution of operational problems at the lowest level is desirable and is in the best overall interest of VenCATT.

Civilians' complaints, use of force investigations, and/or internal affairs matters involving VenCATT personnel shall be investigated by the involved employee's parent agency. VenCATT personnel shall cooperate with all personnel investigations. Furthermore, the VenCATT commander shall be kept informed of the status of any investigation involving a VenCATT member. Nothing in this paragraph is meant to limit VenCATT personnel from investigating criminal activities of government employees.

The VPD and SVPD assigned investigators/liaison detectives shall not have a set number of hours assigned to VenCATT, however, the representative will be made available for operations when feasible. The availability will be determined on a case by case basis with ultimate approval on availability being made by the supervision at VPD or SVPD.

IV. FUNDING AND COMPENSATION

Department of Motor Vehicles funds collected for this program will be held in a county fund designated by the Ventura County Board of Supervisors and shall be dispersed to the District Attorney's office. This money will be used to fund a District Attorney investigator assigned to VenCATT and support other VenCATT activities as funding permits. Participating agencies shall be responsible for their members' salaries, benefits and overtime.

V. LIABILITY

Each participating agency shall have full financial responsibility for their respective investigators, including vehicle accidents, worker's compensation and civil liability for acts or omissions of the other.

To the extent permitted by law, CHP shall defend, indemnify, and save harmless VenCATT partner agencies and their appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of CHP's performance under this agreement, but only in proportion to and to the extent that the claim, suit or action for injury is caused by the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, or employees, during the course and scope of this agreement.

To the extent permitted by law, VenCATT participating agencies shall defend, indemnify, and save harmless CHP and all of CHP's appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of the VenCATT participating agencies performance under this agreement, but only in proportion to and to the extent that the

claim, suit or action for injury is caused by the negligent or intentional acts or omissions of the participating agency or their appointees, officers, or employees, during the course and scope of this agreement.

Neither termination of this agreement nor completion of the acts to be performed under this agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this agreement and prior to the effective date of termination or completion.

VI. EQUIPMENT/FACILITY

Each participating agency shall provide its members with a vehicle for use during this assignment. The participating agency will be responsible for insurance, registration, fuel and maintenance costs for the vehicle.

Additional equipment for VenCATT may be purchased from funds of the agency employing the VenCATT member or by monies budgeted specifically for VenCATT.

Office space, including basic office supplies and telephone service will be provided by the CHP. Costs of additional equipment such as computers and cellular telephones shall be the responsibility of each participating agency.

VII. ASSET FORFEITURE

The CHP's Coastal Division Asset Forfeiture officer will coordinate asset forfeiture proceedings. After complying with the forfeiture distribution mandates of the Health & Safety Code, Division 10, Uniformed Controlled Substance Act, Chapter 8, Seizure and Disposition (11469-11495), all proceeds from seizures involving VenCATT personnel, or any other seizure resulting from the actions of VenCATT personnel, shall be disbursed according to the following terms and conditions:

- a. All monies seized are first designated to pay for VenCATT operational costs, personnel training, and upgrades.
- b. Any remaining monies seized are to be equally split between each participating agency having full-time staff assigned to VenCATT. Participating agencies having less than full-time staff assigned to VenCATT shall receive an allocation proportionate to the percentage of their staff contribution to VenCATT. (See Example 1).

Example 1

AGENCY	ALLOCATION	PERCENTAGE
California Highway Patrol	Full-time	20%
Ventura County District Attorney's Office	Full-time	20%
Oxnard Police Department	Half-time	10%
Ventura Police Department	Half-time	10%
Port Hueneme Police Department	Half-time	10%
Department of Motor Vehicles Investigations	Half-time	10%
Simi Valley Police Department	Half-time	10%
Ventura County Sheriff's Office	Half-time	10%

- c. Those asset forfeiture funds eligible for disbursement shall be returned to the participating agencies as outlined in example 1. The disbursement formula allocates shares to each participating agency for each agent assigned to VenCATT. If, during the course of the year, an agency either increases or decreases its staffing commitment to VenCATT, that agency's share will be adjusted by the percentage equivalent to the change in their enforcement level. Such adjustments will be calculated by determining the number of full months (out of 12) wherein the officer was assigned to VenCATT. In the event a participating agency encounters a vacancy to their staff assigned to VenCATT due to serious illness, injury, or death, the agency will have sixty (60) days to replace the assigned officer without a penalty adjustment in asset forfeiture disbursement. The agency will be responsible for notifying the VenCATT executive committee on a monthly basis of any change in their enforcement commitment.
- d. If an agency is unable to replace its agent without suffering a penalty in its per employee disbursement (due to an excessive delay in reassigning someone to VenCATT), it will not affect the reimbursement for operating cost contributions.
- e. The CHP will normally request a fair and equitable share of the law enforcement share of the forfeited asset(s) when assistance is requested solely from the signatory agency and the related case has been actively investigated to conclusion or submitted for state adoption by the signatory agency. In cases where federal agencies, the local task force, and the CHP investigate cases jointly and cash seizures result, a member of the CHP shall submit an asset sharing request, utilizing a DAG-71, *U.S. Department of Justice, Equitable Sharing Request Form*, to the lead federal agency for its percentage of asset forfeitures.

- f. Any and all records pertaining to VenCATT expenditures and asset forfeiture shall be readily available for examination and audit by any participating agency.

VIII. STANDARD OPERATING PROCEDURE

All participating agencies and investigators of VenCATT agree to abide by the applicable policies and procedures as set forth in the VenCATT standard operating procedures (SOP).

In instances where CHP policies (e.g., shooting policy, pursuit policy) differ from the VenCATT SOP, the CHP policy shall be adhered to by CHP personnel assigned to VenCATT.

IX. MEDIA RELATIONS

All media relations should be coordinated by the VenCATT commander. In the event of an officer involved critical incident, or highly publicized activity, participating agencies should agree in advance who will release what type of information.

X. TERM OF AGREEMENT

The agreement will remain in effect until either rescinded or modified by a majority vote of the executive committee. The term of this agreement may be terminated by any party for good cause shown by notice in writing to the executive committee thirty (30) days prior thereof.

XI. AUTHORIZATION

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU becomes effective on the date that all those listed below have affixed their signatures. All future amendments shall be distributed to all participating agencies to the VenCATT commander for attachment to this MOU.

XII. AMENDMENTS TO THE MOU

Participating department heads may amend any portion of this agreement by a majority vote, and shall notify the VenCATT commander of any changes to this agreement.

XIII. REPRESENTATIVE SIGNATURES



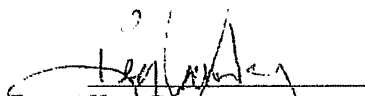
Christopher Day
CHP Special Services Commander

11/21/17
Date



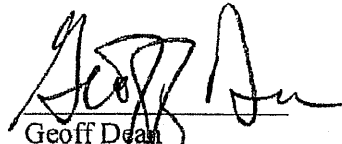
Gregory D. Totten
Ventura County District Attorney

2/21/18
Date



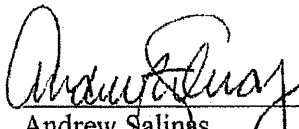
Ken Corney
Ventura Police Department

2/21/18
Date



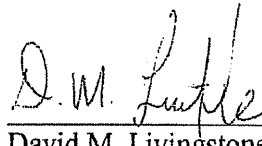
Geoff Dean
Ventura County Sheriff

2-21-18
Date



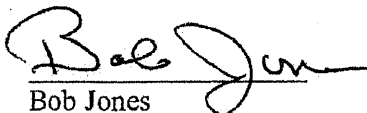
Andrew Salinas
Port Hueneme Police Department

2/21/18
Date



David M. Livingstone
Simi Valley Police Department

12/21/17
Date



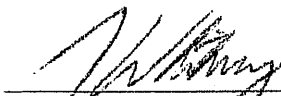
Bob Jones
National Insurance Crime Bureau

5/2/18
Date



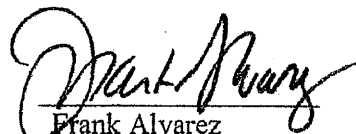
Steven M. McLean
Santa Paula Police Department

3/28/18
Date



Scott Whitney
Oxnard Police Department

4/19/18
Date



Frank Alvarez
DMV Investigations Chief

1/10/18
Date