

MEMORANDUM of AGREEMENT

Western Colorado Auto Theft Task Force

This Memorandum of Agreement (MOA) is entered into by the Grand Junction Police Department, the Colorado State Patrol, the Mesa County Sheriff's Department, the Fruita Police Department and the Mesa County District Attorney's Office hereinafter collectively referred to as "participating Agencies" or "the Participating Agencies."

Purpose:

The purpose of this Memorandum of Agreement is to outline the mission of the Western Colorado Auto Theft Task Force (WCATT), hereinafter referred to as "Task Force" or "the Task Force" and delineate the responsibilities of the participating member agencies. The Task Force is the result of a grant awarded through the Colorado Auto Theft Prevention Authority with the Grand Junction Police Department acting as fiscal agent.

This MOA formalizes the relationship between the Participating Agencies for planning, training, scheduling, public relations and media relations in order to maximize interagency cooperation in the doing of the Task Force's work. Through a cooperative relationship the community will benefit by the creation of a part-time unit capable of identifying and addressing auto theft problems facing communities and Law Enforcement agencies in Mesa County.

Each Participating Agency agrees that its law enforcement personnel and/or its equipment may be used, as available, to conduct overt and covert investigations involving auto thefts, chop shops and fencing of stolen motor vehicles and/or motor vehicles parts.

In addition, this MOA sets forth the intent of the signatories to participate in the Western Colorado Auto Theft Task Force. This MOA is not a legally binding contract and it is not intended to confer rights or remedies on any Participating Agency or third party in the event of its breach.

Mission:

The mission of the Western Colorado Auto Theft Task Force is to combat auto thefts, crimes against autos and vehicle insurance fraud. The mission will be accomplished by and through directed patrol efforts to locate and identify stolen autos, following up with thorough investigations to identify suspects and suspect groups and active support of prosecution. To accomplish the mission the Task Force will:

- be proactive in the use of "sting" operations, bait vehicles and informants to penetrate organized groups of auto thieves.
- be proactive in the enforcement of the "Daily Business Record" statute for tow companies, auto salvage yards and auto repair businesses.

- upon request, assist member agencies with large, and/or organized multi-jurisdictional auto theft related investigations.
- participate with other Federal, State or Local law enforcement Task Forces that request our assistance on auto theft related issues.
- work closely with the Colorado Auto Theft Investigators (CATI) organization to educate the public and provide introductory and advanced auto theft prevention and investigation training to other law enforcement agencies.

Participation:

The Task Force will be a part-time operation designed to facilitate vehicle crime investigations and proactive deterrent operations. It is not, at this time, intended to be a full-time detail Task Force requiring permanent assignment of personnel. The Task Force will work together on scheduled proactive operations that may include but will not be limited to bait vehicle operations, pole camera operations and license plate reader operations. Additionally, member agencies may activate the Task Force to investigate identified, organized, multi-jurisdictional auto theft rings that require additional manpower to properly investigate.

An agency that requests activation of the Task Force must be able to assign a minimum of one officer to participate in Task Force operations; that member agency's personnel shall serve as the case agent for the case for which the Task Force is activated. The agency activating the Task Force may also assign a co-supervisor for the Task Force for the purpose of operational plan review and field supervision during search and arrest warrant executions within that jurisdiction.

The Task Force commander will be the point of contact for any Task Force related concerns on the part of member organizations and agency leadership.

Composition:

The Grand Junction Police Department shall act as the lead agency for the Western Colorado Auto Theft Task Force. Each Participating Agency agrees to provide manpower sufficient for the Task Force to accomplish its mission. The staffing needs of each member agency will be taken into account when planning operations and investigations.

Specific control of Task Force members shall be retained by the Participating Agency heads, who will be informed of all investigative developments by their respective subordinates.

The primary Task Force supervisor will be the Grand Junction Police Department property crimes Sergeant.

Liability:

Each Participating Task Force Agency acknowledges that Colorado law governs the Agency and its assigned personnel. Each Participating Agency shall be liable for the

negligent or wrongful acts or omissions committed by its employees while they are participating as a member of the Task Force. Each Participating Agency agrees to indemnify its participating officers and/or employees per the agencies policies and practices and will not be responsible for the actions or liabilities of other officers and/or employees of other Participating Agencies. Liability for negligent or willful acts of each Task Force member, will be the sole responsibility of the respective officers and/or employees and his/her agency notwithstanding that the Task Force members may act in concert with and/or under a Lead Participating Agency. The City of Grand Junction by and through the Grand Junction Police Department assumes no liability for any officer(s), employee(s) or Participating Agency(ies).

Salary/Overtime:

Grant funds will be used to reimburse Participating Agencies for overtime incurred by assigned officers and/or employees conducting Task Force operations. The Grand Junction Police Department is the fiscal agent for the grant and as such will have the final responsibility to confirm any reimbursements are specific to approved Task Force activities.

Assignment of Cases:

All cases assigned to or developed by the Task Force will be investigated by the Task Force with the support and involvement of the Participating Agency having jurisdiction over the initial criminal incident.

Once a case is assigned to the Task Force it is agreed that unilateral actions on the part of one agency will not be taken, as such actions may run contrary to the multi-jurisdictional spirit if the Colorado Auto Theft Prevention Authority grant. All law enforcement actions will be coordinated and cooperatively carried out.

Records:

All Task Force investigative records will be maintained in a secure location by the initiating agency. Copies of all documents generated by the Task Force with respect to a Task Force investigation shall be made available to the Task Force unless prohibited by that agency's regulations, and/or applicable State or Federal law.

Prosecutions:

The detective assigned as case agent, the Task Force supervisor and the Mesa County District Attorney's will make a determination, on a case-by-case basis, whether a Task Force investigation should be filed with the District Attorney or the State Attorney General. The determination will be made at the earliest possible time based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the community and to the overall objectives of the Task Force.

Incident involving Task Force Members:

Should a Task Force member/s be involved in a "critical incident" (as defined by the 21st Judicial District Critical Incident Team memorandum) relating to and in the scope of

Property:

Property and equipment purchased with CATPA grant dollars will be owned and maintained by the Grand Junction Police Department. Such property, if any, is on loan to the Task Force and all Task Force members are expected to treat it appropriately so as to avoid any damage.

Property and equipment purchased through the grant, when not in use, may be loaned to Participating Agencies as long as the personnel using the equipment are properly trained in the use of the equipment. The requesting agency will assume all legal and financial responsibility for the proper use and care of the equipment.

Jurisdictional Issues:

While in the performance of Task Force duties, assigned personnel may rely upon their own jurisdictional authority or their statewide authority as peace officers as specified in C.R.S. 16-2.5-101. .

Media Relations:

The Task Force commander or his /her designee has the responsibility for the release of information to the news media and to the public about the operations of the Task Force.

Media inquiries made to individual Participating Agencies shall be referred to the Task Force commander. The Task Force commander or designee will coordinate with the Public Information Officer of involved jurisdiction(s) to ensure appropriate and accurate news releases are made. The Task Force commander or designee will ensure that each member agency receives acknowledgement for publicized Task Force operations.

Duration:

The term of this MOA is for the duration of the Task Force's operation. Any Participating Agency may withdraw from the Task Force at any time by written notification to the Task Force commander at least 30 days prior to withdrawal. Upon termination of the MOA, all equipment on loan to the Task Force will be returned to the Grand Junction Police Department.

Modification:

This agreement may be modified at any time by written consent of all Participating Agencies through the Task Force commander. Modifications to this MOA shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each Participating Agency.

Forfeitures:

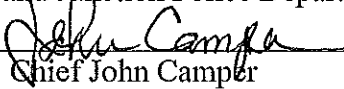
The initiating detective will be responsible for processing assets seized for forfeiture in conjunction with Task Force operations. Asset forfeitures will be conducted in accordance with rules and practices established by the Mesa County Asset Forfeiture Board.

Organization:

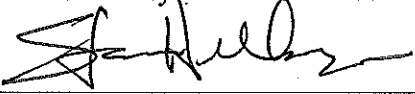
The Task Force commander will assure that the Task Force has the equipment, training and support necessary to carry out its mission. The Task Force commander will be the authorized signatory for documents related to the Task Force organization and operation.

Participating Agency signature(s)


By signing this Memorandum of Agreement each agency agrees to the terms, conditions and understandings set forth in the memorandum and the Operational Guidelines for the Western Colorado Auto Theft Task Force.

Agency: Grand Junction Police Department
Name: 
Chief John Camper

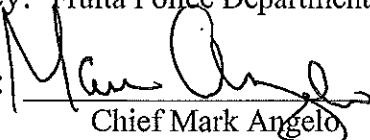
Date: 4/15/2010

Agency: Mesa County Sheriff's Office
Name: 
Sheriff Stan Hilkey

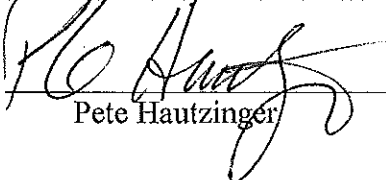
Date: 4/16/2010

Agency: Colorado State Patrol
Name: 

Date: 4/13/2010

Agency: Fruita Police Department
Name: 
Chief Mark Angelo

Date: 4/16/2010

Agency: Mesa County District Attorneys' Office
Name: 
Pete Hautzinger

Date: 4/16/2010