

**High Technology Theft Apprehension and Prosecution Program
Sacramento Valley Hi-Tech Crimes Task Force
MEMORANDUM OF UNDERSTANDING**

Parties

The Sacramento Valley Hi-Tech Crimes Task Force is a partially grant-funded, multi-agency endeavor. Grant funding comes from the California Emergency Management Agency

This Memorandum of Understanding is entered into by and between the following agencies:

El Dorado County Sheriff's Department and the Sacramento County Sheriff's Department.

Nothing in this Memorandum of Understanding should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating parties.

Purpose

The purpose of this Memorandum of Understanding (MOU) is

- 1) to outline the mission and procedures of the Sacramento Valley Hi-Tech Crimes Task Force (hereinafter referred to as "Task Force"); and
- 2) to formalize relationships between the participating agencies.

Mission

The High Technology Crime Program is designed to remove high technology and identity theft criminals from our community. The program is created on the premise that the ability of law enforcement to properly investigate and prosecute high technology-related and identity theft crimes will have far reaching effects on a wide variety of criminal activities, including computer component theft, gray marketing of technology, narcotic trafficking, gambling, Internet-related crimes, telecommunication fraud, and identity theft. The mission of the Task Force will be to arrest and successfully prosecute individuals engaged in these criminal pursuits to create a safer community for the overall Sacramento region. To that end, the participating agencies agree on this MOU and execute this document concerning the formation of the Task Force. The participating agencies jointly and separately agree to abide by the terms and provisions of this MOU throughout the duration of the joint operation.

Goals

The High Technology Crime Program will:

- 1) identify, investigate, arrest, and assist in the prosecution of individuals who commit various forms of high technology and identity theft crimes;
- 2) similarly target those individuals who are suspected of being currently engaged in high technology and identity theft criminal activity or who demonstrate (i.e., gang or organized crime association) a propensity to do so;
- 3) surveil those suspected of having committed a high technology or identity theft crime or series of crimes to establish probable cause to arrest them;

- 4) maintain communications with the participating agencies and other divisions of the Sacramento County Sheriff's Department to realize maximum effective use of the Task Force's resources and minimize the chances of damage or interference with any other program;
- 5) coordinate these efforts with allied agencies who request assistance while working toward similar targets or goals;
- 6) provide education to the public, business representatives, and law enforcement officers relative to current criminal trends and prevention techniques; and
- 7) provide additional education to law enforcement officers relative to investigative techniques.

Procedures

The Sacramento County Sheriff's Department will assign a captain and a lieutenant to administer the program, and assign sergeants to provide immediate supervision. The Task Force will include personnel from local, state, and federal agencies who have expressed a desire to participate as members of the unit. The manpower of the Task Force will fluctuate according to the number of persons each agency is able to provide. The Task Force will work closely with prosecutors representing the participating agencies.

Targets of the program will include those individuals who are candidates for vertical prosecution at either the state or federal level.

Targets will be selected by:

- 1) screening and identifying leaders of organized groups,
- 2) screening of wanted subjects,
- 3) identification of individuals by law enforcement agencies, the high technology industry, the insurance industry, and financial businesses, and
- 4) analysis and other methodology.

Composition of the Task Force

The Task Force will initially consist of sworn law enforcement officers/agents or prosecutors from each participating agency. Each agency agrees to provide at least one officer/agent or prosecutor. It is understood that other agencies who subsequently join the Task Force may participate on a full-time or part-time basis. Names and contact information for allied agencies participating on the Task Force will be kept on file at the Task Force office.

Policy and Direction

The policy and direction of the Task Force will be consistent with and governed by the Mission, Goals, and Procedures statements of this document. Direction of field

investigative personnel will be administered by the Sacramento County Sheriff's Department and shall not be outside the scope of the policies and procedures of the participating agencies.

Confidential Information

It is understood that any confidential information relating to investigations or proprietary business systems, processes, or information will only be shared with participating Task Force members or other law enforcement agencies having a "need to know."

Location

The Task Force will operate from physical space leased by the Sacramento County Sheriff's Department. The Sacramento County Sheriff's Department agrees to provide office space, equipment and supplies necessary to carry out the administrative operation of the Task Force. A Satellite Office for the Task Force is currently located in Modesto, California, with physical space owned by Stanislaus County. The location of the Satellite Office may change if an appropriate facility becomes available.

Program Coordinator

Program coordination will be administered by a captain assigned to the Hi-Tech Crimes Division of the Sacramento County Sheriff's Department.

Supervision

Supervision of the sworn personnel assigned to the Task Force will be the responsibility of sergeants assigned to the Hi-Tech Crimes Division of the Sacramento County Sheriff's Department. The sergeants will determine the assignment of activities, will review all reports, and will reserve the authority to approve or deny requests for overtime. Supervision of Satellite Office Personnel will be the responsibility of the Stanislaus County District Attorney's Office.

Resources

- **Support**
Each participating agency agrees to make available its resources in support of this program.

- **Vehicles**
Each agency will supply vehicles for its participating personnel. The Sacramento Sheriff's Department will provide parking space.

- **Communication Equipment**

The Sacramento Police Department and Sacramento County Sheriff's Department agree to provide the Task Force with radios with both SSD and SPD frequencies. Each participating agency will supply their personnel with their agency's radios, pagers and cellular phones, if available.

- **Safety Equipment**

Each participating agency will ensure that any representative assigned to the Task Force has all necessary safety equipment including, but not limited to, a ballistic protective vest, a handgun, handcuffs, etc.

Evidence/Seizure Forfeiture

All seized evidence will be handled in a manner consistent with the Sacramento Sheriff's Department policy. Any evidence seized by the Sacramento Valley Hi-Tech Crimes Task Force which is not returned to an identified victim will be directed back to the High Technology Theft Apprehension and Prosecution Program Grant. Once the evidence has cleared all judicial and administrative forfeiture proceedings, they are considered "Project Revenue" as specified within the CalEMA 2009 Recipient Handbook (Section 6610.2) and must be used in support of the goals and objectives of the grant. All final property distributions will be recorded by Sacramento County Sheriff's Department and an annual report of such distributions shall be provided to all participating agencies upon request.

Personnel and Administrative Matters

- **Compensation**

Each agency agrees to assume all personnel costs that are not covered by grant award funds pre-approved by the Task Force for those officers/agents or prosecutors assigned. Agencies receiving grant funding for personnel participation on the Task Force will be shown on the approved budget pages for this grant. Compensation for an investigator/agent/prosecutor will be at the maximum rate of \$70,000/year for an investigator/agent/prosecutor assigned to the Task Force on a full-time basis. This compensation shall be invoiced quarterly in equal amounts of \$17,500. All invoices must include back-up documentation to include employee timesheets, payroll reports, etc. Agencies receiving funds through this MOU agree to invoice the Task Force quarterly within 30 days of the end of the previous quarter. For example, invoices for the quarter of January-March will be due to the Task

Force no later than April 30th. Invoices received more than 30 days following the end of the quarter will not be reimbursed, and all costs shown on such invoices will be the responsibility of the allied agency submitting the invoice. Invoices received more than 30 days after the close of the grant (July 30th), will not be reimbursed.

- **Shooting Investigations**

In the event of a shooting incident, it is agreed that the department in whose jurisdiction the shooting occurred will conduct the primary shooting investigation. The affected agencies may also conduct their own parallel investigations regarding the shooting according to their own policies and guidelines.

- **Statistical Reporting**

All agencies operating under this MOU agree to submit statistical information on cases investigated, forensic examinations completed, technical assistance provided, training attended, training provided, and case convictions to the Task Force on a monthly basis. All statistical reports for the month will be due to the Task Force no later than five days after the following month. For example, statistical reports for the month of January will be due to the Task Force no later than February 5th.

- **Records and Reports**

All Task Force investigative records will be maintained at the Sacramento County Sheriff's Department. Agency representatives are expected to forward copies of their reports to their agencies. An annual report summarizing Task Force activities will be provided to each participating agency. All investigative information will be available to each of the participating law enforcement agencies.

- **Prosecution**

When necessary, case-by-case analysis will be performed on each potential prosecution (with conferral with the U.S. Attorney's office and the applicable District Attorney's Office) to determine whether the case will be prosecuted at the state or federal level. The criteria for the decision will be based upon which court system would be of greatest benefit to the overall objective of the Task Force, and upon the guidelines and policies of the prosecutorial agencies.

- **Media Relations**

In cases of significant public interest, joint press releases may be made. Information regarding routine apprehensions may be furnished to the press by the lead agency

and each agency's Press Information Officer will be notified. All participating federal agencies will coordinate all press releases with the U.S. Attorney's Office.

- **Liability**

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, employees, or volunteers in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each 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.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate or willful acts of any agency, or any of its agents, officers, or employees in its, or their performance hereunder.

It is the intent of the parties hereto that, 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 that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

- **Non-waiver**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

- **Modification**

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof.

- **Counterparts**

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

- **Captions**

The headings or captions to the Articles of this MOU are not a part of the MOU and shall have no effect upon the construction or interpretation of any part thereof.

- **Severability**

If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

- **Ambiguities**

The parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any other party.

- **Governing Law**

The interpretation and enforcement of the MOU shall be governed by the laws of the State of California, and where applicable, by federal law. The parties agree to submit any disputes arising under the MOU to a court of competent jurisdiction located in Sacramento, California.

- **Terms of Agreement**

It is agreed that this Memorandum of Understanding will be in force from July 1, 2010, through June 30, 2013.

- **Integration**

This MOU embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties with the exception of contracts assigned pursuant to the issuance of high technology grant funds.

High Technology Theft Apprehension and Prosecution Program
Memorandum of Understanding
Page 8

SCOTT R. JONES
Sheriff
Sacramento County Sheriff's Department

John D'Agostini
Sheriff
El Dorado County Sheriff's Office

Date: _____

Date: _____

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