

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

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Resolution(s): _____

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Continue Date(s): _____

Index: --Letter of Sheriff-Coroner
--Interim Agreement
--Attachments

Item: 12.1 AUTHORIZED the Sheriff-Coroner, District Attorney and Agricultural Commissioner to sign an interim agreement to participate in the Agricultural Crime Technology Information and Operations Network (ACTION) Project, as recommended by the Sheriff-Coroner



County of Santa Cruz

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831) 454-2440 FAX: (831) 454-2353

Steve Robbins
Sheriff-Coroner

October 27, 2005

Agenda: November 15, 2005

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, CA 95060

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: November 15, 2005
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY Marion Mitchell **DEPUTY**

RE: Participation with the Agricultural Crime Technology Information
and Operations Network (ACTION) Project

Dear Members of the Board:

The Sheriff's Office, in cooperation with the District Attorney and Agricultural Commissioner, is concerned about stopping agricultural crime in Santa Cruz County. This letter is to provide background information and request authorization to join the Agricultural Crime Technology Information and Operations Network (ACTION).

According to the Rural Police Project, California farmers lose \$30 million per year due to theft. Despite such figures, little attention has been given to a problem that endangers an entire industry. As a result the ACTION project was formed to assist local jurisdictions with technological support related to agricultural crimes.

Currently, in Santa Cruz County, the Sheriff's Office has a deputy sheriff assigned to rural crimes on a part-time basis. In considering next step efforts, the Sheriff's Office, along with the District Attorney and Agricultural Commissioner, became aware of a group called the ACTION Project. The ACTION Project is a federally-funded program that offer technological support to 10 participating California jurisdictions. Our participation will provide Santa Cruz County with technological, strategic and analytical support to improve the prevention, detection, arrest **and** prosecution of agriculturally related crimes committed in the rural areas of Santa Cruz County. This partnership also offers an integrated network of specialized agricultural crime law enforcement units in and throughout the Central Valley and San Luis Obispo County.

Over the last year and a half, ACTION has developed the first integrated crime database system of agricultural crime information. This database system allows partnership counties to share case, suspect, crime loss and recovery information that has occurred within each county in "real time" over the Internet. The ACTION Project has also developed a state-wide Owner Applied Number (OAN) Program which is a unique number that is stamped, etched, branded or engraved into farm equipment which identifies the owner of those items. The OAN Program information is entered into a state-wide database system that can be accessed by law enforcement agencies.

At this time, the ACTION Project Memorandum of Understanding and the ACTION Project Joint Operating Agreement are in the process of being updated and approved. The revised version was sent out on August 16, 2005 to the participating agencies. We are requesting that your Board approve the interim agreement, which will serve as the operational agreement for the ACTION Project.

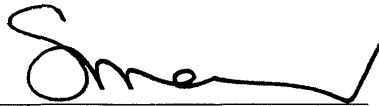
IT IS THEREFORE RECOMMENDED that your Board authorize the Sheriff-Coroner, District Attorney and Agricultural Commissioner to sign the interim agreement to participate in the Agricultural Crime Technology Information and Operations Network (ACTION) Project.

Sincerely,



Steve Robbins
Sheriff-Coroner

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

CC: Sheriff-Coroner
DA
AG Commissioner

INTERIM AGREEMENT

Until and including the date of formal acceptance of the ACTION Project Memorandum of Understanding and the ACTION Project Joint Operating Agreement by the participating agencies, this INTERIM Agreement will serve as the operational agreement for the ACTION Project. The terms and conditions of the interim agreement are the same as those enumerated in the final draft ACTION Project Memorandum of Understanding and the ACTION Project Joint Operating Agreement sent out on August 16, 2005 and are incorporated by reference.


SIGNATURES



Steve Robbins, Sheriff, County of Santa Cruz




Bob Lee, District Attorney, County of Santa Cruz



David Moeller, Agricultural Commissioner, County of Santa Cruz

APPROVED AS TO FORM:


10/28/05
Asst. County Counsel

ACTION

Agricultural Crime Technology, Information and Operations Network

MEMORANDUM OF UNDERSTANDING Southern San Joaquin Regional Agricultural Crime Prevention Project Team

Participarits include:

Tulare County District Attorney's Office
Tulare County Sheriffs Department
Tulare County Agricultural Commissioner

Kern County District Attorney's Office
Kern County Sheriff's Department
Kern County Agricultural Commissioner

Madera County District Attorney's Office
Madera County Sheriff's Department
Madera County Agricultural Cornmissioner

Monterey County District Attorney's Office
Monterey County Sheriff's Department
Monterey County Agricultural Cornmissioner

Stanislaus County District Attorney's Office
Stanislaus County Sheriff's Department
Stanislaus County Agricultural Commissioner

Fresno County District Attorney's Office
Fresno County Sheriff's Department
Fresno County Agricultural Commissioner

Kings County District Attorney's Office
Kings County Sheriffs Office
Kings County Agricultural Commissioner

Merced County District Attorney's Office
Merced County Sheriff's Department
Merced County Agricultural Commissioner

San Joaquin County District Attorney's Office
San Joaquin County Sheriff's Department
San Joaquin County Agricultural Commissioner

San Luis Obispo County District Attorney's Office
San Luis Obispo County Sheriff's Department
San Luis Obispo County Agricultural Commissioner

TABLE OF CONTENTS

PART I		Page 3
	MISSION STATEMENT	Page 3
	Article 1: Overview	Page 3
	Article 2: Mission Statement	Page 4
	Article 3: Project. Investigative Team & Unit Titles	Page 4
	Article 4: Organization	Page 5
	Article 5: Formation and objectives of the <i>ACTION</i> Project Investigative Team	Page 6
	Article 6: Objectives of the ACTION Tech Unit	Page 7
	Article 7: Termination of Participation	Page 8
	Article 8: Term of Operation/Agreement	Page 8
	Article 9: Amendment of Joint Operating Agreement	Page 8
	Article 10: Administrative Responsibilities	Page 8
	Article 11: Location?.....	Page 9
PART II		Page 9
	OPERATIONAL STANDARDS, STRUCTURE AND PERSONNEL	Page 9
	Article 12: Operating Standards	Page 9
	Article 13: Crime Prevention	Page 9
	Article 14: Structure	Page 9
	Article 15: Supervision	Page 10
	Article 16: Prosecutorial Support	Page 10
	Article 17: Case Prioritization	Page 11
	Article 18: Training	Page 11
PART III		Page 12
	ACTION PROJECT EQUIPMENT	Page 12
	Article 19: Use of ACTION Project Surveillance Equipment	Page 12
PART IV		Page 13
	ADMINISTRATIVE GUIDELINES	Page 13
	Article 20: Policy	Page 13
	Article 21: Measuring Stick for Success.....	Page 13
	Article 22: Release of Information	Page 14
	Article 23: Liability Issues.....	Page 15
	Article 24: Worker's Compensation	Page 15
	Article 25: Internal Document and Evidence Security	Page 15
	Article 26: Case Reporting	Page 15
	Article 27: Administrative Reporting	Page 16
	Article 28: Multi-Agency Concerns	Page 17
PART V		Page 19
	FISCAL GUIDELINES	Page 19
	Article 29: Source of Funding	Page 19
	Article 30: Program Operating Fund	Page 19
PART VI		Page 21
	SIGNATURES	Page 21

PART I MISSION STATEMENT

Article 1: Overview

An agrarian tradition is vital to the health of our state and nation. Agricultural crime in California, as it is in the rest of the United States, has a significant impact beyond that of just the victim. Agricultural production not only feeds the nation, but serves as an economic bulwark against increasingly aggressive foreign competition. Agriculture is absolutely critical to California's future in the Pacific Rim. According to the Rural Police Project - Department of Criminal Justice, Illinois State University, California farmers lose \$30 million per year in theft. Despite such figures, little attention has been given to a problem that, if left unchecked, endangers an entire industry vital to the world. The ACTION Project is a regional effort designed to address the proliferation of agriculture related crime that currently is either undetected, unenforced, or unreported to law enforcement.

With the passage of Assembly Bill (AB) 157, Penal Code Section 14170 et seq., the Rural Crime Prevention Demonstration Program has moved out of the "demonstration" phase and into an implementation stage. The Bill has provided the knowledge, technology and personnel needed to aggressively confront agricultural crime in eight California counties. In addition to the state initiative, various law enforcement agencies in Tulare, Kings, Kern and Fresno counties have formed a consortium to facilitate the investigation and prosecution of agricultural crimes within the Southern San Joaquin Valley region. The focus of the Project Team is to improve the technology and methods used to combat agricultural crime. The ACTION Project combines the effort made possible with the passage of AB 157 with a regional vision of "high tech" coordination, cooperation and communication.

The Rural Crime Prevention Demonstration Project has shown that agricultural crimes are not just a local occurrence but often extend nationally and internationally. Stolen goods, whether it is tractors, agricultural chemicals or commodities can easily traverse great distances in a matter of hours. Apprehension, recovery and conviction often depend upon rapid identification and retrieval of information as well as specialized expertise. Identification and crime information in one locality often is not available in another. The solution lays in a regional approach and vision that minimizes multi-jurisdictional difficulties. It is not the intent of the ACTION Project to take over the investigation of the agricultural crime units from local jurisdictions, rather, it is to augment and assist in their investigations by providing high technology equipment, communication, imaging, presentation and information systems.

This program is supported by the California Agricultural Technology Institute, California State University Fresno, AgTAC - Edison International, United States Department of Justice - Bureau of Justice Assistance, U.S. Department of Agriculture, CLAMP Program, operating out of Los Angeles and the Los Angeles Region of the U.S. Customs Service.

Article 2: Mission Statement

Our mission is to prevent agricultural crime through coordination, cooperation, communication and collaboration of law enforcement agencies, industry and educational institutions. In furtherance of our mission, it is our intention to:

2.1, Coordinate law enforcement activities by utilizing investigative team members to effectively deal with the growing number of agricultural crimes;

2.2, Pool resources, share high technology equipment and expertise to assist in providing cost-effective law enforcement;

2.3, Increase the usage of state of the art technology in order to meet and anticipate identified regional needs;

2.4, Provide a state of the art agricultural crime computer information network to all member law enforcement agencies within the region;

2.5, Assess and facilitate training needs within the region and promote prevention through a public education campaign;

2.6, Decrease the potential for economic loss and danger to public safety by increasing the probability of apprehension and successful prosecution.

Article 3: Definitions

3.1, "ACTION Project" shall be the program name which stands for Agricultural Crime Technology, Information Operation Network Project.

3.2, "ACTION Project Investigative Team" shall be any group or team of individuals assembled together to conduct an ACTION Project assignment approved by the Project Director. Assignments include, but are not limited to, surveillance, investigations, arrests, education and prosecution.

3.3, "ACTION Center" shall be the designated headquarters for the ACTION Project, and shall house the ACTION Tech Unit, which includes the high tech equipment and tech vehicles. The ACTION Center staff will be comprised of employees paid for by the ACTION Grant and managed by the Program Director.

3.4 "Project Director" shall be the final authority of the ACTION Project. The Project Director will provide overall supervision and review, and will direct policy and procedure of the Project.

3.5, "Regional Coordinator" shall provide administrative support for the Project by compiling statistics, preparing reports, maintaining communication and serving as the day to day administrative liaison to the project. These duties will also include the scheduling and planning of meetings, trainings and the production and publication of training materials, newsletters, pamphlets and other informational brochures. The Regional Coordinator will prepare the foundation for the integration of additional agricultural producing counties within the State of California.

3.6, "Operations Officer" shall be responsible for the internal accounting of all ACTION Tech Unit activities and may establish whatever controls and procedures deemed necessary to carry out these duties. The Operations Officer shall forward to the Tulare County District Attorney's Office all records, receipts and documents required by the Grant. An external audit of the program shall be conducted in accordance with the terms of the grants received and general accounting principals.

3.7 "Special Operations Officer" shall be appointed by the Member Agency of the county where the special operation is taking place.

3.8 "Tech Unit" shall consist of two (2) individuals and operate under the supervision of the Project Director and a Sheriff's Lieutenant. The Tech Unit will have duties as set forth in Article 6.

Article 4: Organization

Persons and agencies will be classified as follows:

4.1, "Member Agencies" are those public or private agencies, law enforcement or educational agencies who are signatories to this Memorandum of Understanding (MOU), and have not terminated their participation.

4.2. "Membership Counties" are the County agencies that are member agencies involved with the Project.

4.3, "Investigative Team Member" shall be any public person or agency, law enforcement individual or educational agency representative who is assigned by a Member Agency or the Project Director and who is engaged in an ACTION Project assignment approved by the Project Director.

4.4, An "Affiliated Agency" shall be a public agency, law enforcement agency or educational agency that, although not a "Member Agency,]' has been temporarily assigned to participate in the ACTION Project. Such "Affiliated Agency" will be approved by the Project Director.

4.5, A "Parent Agency" is the agency who hires and pays the personnel expenses for the Agricultural Crime Unit officers.

4.6, "Advisors" are those public or private individuals who are appointed by the Project Director to advise on issues pertaining to the ACTION Project. Advisors will not hold voting privileges.

4.7, An "investigative position" must be filled by a "Law Enforcement Officer" within the meaning of Penal Code Section 872(b).

4.8, "Law Enforcement Agency" is any public agency that enforces the laws of the State of California or the laws of the United States of America.

Article 5: Formation and objectives of the ACTION Project Investigative Team

The ACTION Project Investigative Team will:

5.1, Identify, analyze, investigate, arrest and assist in the prosecution of perpetrators who commit various forms of agricultural related crimes.

5.2, Target those entities suspected of being currently engaged in organized criminal activity, or who demonstrate a propensity to do so (i.e., persons involved in gangs, organized crime and the distribution of stolen goods).

5.3, Gather and analyze information to determine the key perpetrators responsible for committing agricultural crimes or series of crimes both within and outside of the region.

5.4, Maintain communications with the Member and Affiliated Agencies to realize maximum effective use of the ACTION Project resources and minimize the chances of damaging or dangerous interference with any other program.

5.5, Coordinate efforts with allied agencies who request the assistance of ACTION Project Investigative Team, and/or are working toward similar targets or goals.

5.6, Provide training for the investigation of agricultural crimes.

5.7, Assist the agricultural industry with loss prevention information.

5.8, Increase understanding of the dynamics of agricultural crime, including:

5.8(a), An identification of factors which increase the vulnerability of agricultural operations to planned and opportunistic victimization by criminal enterprises and other individuals.

5.8(b), The development of innovative and more effective responses to the problem of agricultural crime based on investigative experiences during the initial grant period.

5.8(c), The testing of any newly developed responses to the problem of agricultural crime that are fiscally possible during the initial grant period.

5.8(d), The creation and expansion of an organizational, informational, and technical infrastructure that improves law enforcement's ability to detect, investigate, and prevent agricultural crime, and that will serve as a model for other agencies to follow.

5.9, Develop an integrated agricultural crime database that contains all agricultural related crime information that occurs within the region for the purpose of establishing baseline crime information and the ability for the ACTION Project and the membership counties to analyze the agricultural crime that occurs within their county and throughout the region.

Article 6: Objectives of the ACTION Tech Unit

The ACTION Tech Unit will:

6.1, Monitor and maintain all equipment purchased by grant funds that is not distributed and retained by member agencies, including but not limited to maintaining records for sign-out of equipment and scheduling of equipment use.

6.2, Maintain, operate and set-up high tech surveillance equipment in the field to assist member rural crime law enforcement agencies in the identification, investigation, and apprehension of perpetrators who commit various forms of agricultural related crimes.

6.3, Gather and analyze information to identify trends, project potential trouble spots, and assist in determining the key perpetrators responsible for committing agricultural crimes or series of crimes both within and outside of the region.

6.4, Maintain communications with the Member and Affiliated Agencies to realize maximum effective use of the ACTION Project resources and minimize the chances of damaging or dangerous interference with any other program.

6.5, Coordinate efforts with allied agencies who request the assistance of ACTION Project Investigative Team, and/or are working toward similar targets or goals.

6.6, Provide training in the usage of high technology equipment for the investigation of agricultural crimes.

Article 7: Termination of Participation

Once the Memorandum of Understanding and any other necessary agreements are signed by the head of a Law Enforcement Agency, and that Agency has been accepted by the Project Director, its status in the ACTION Project and as a Member Agency shall continue until termination becomes effective. Termination shall become effective 60-days following the giving of written notice of termination of participation by the Member Agency to the Project Director, or by the Project Director to the Member Agency. This 60-day period will provide for the timely transfer of assignment and selection of replacement personnel. If a Member Agency does not abide by the Articles in this Memorandum of Understanding, it may also be suspended by the Project Director for up to a year at a time.

Article 8: Term of Operation/Agreement

Federal funding for the Program expires on March 31, 2006, with an option for a legislative extension. The Program will dissolve on that date unless the United States Congress, or local county government, acts to continue the funding or the Member Agencies subsequently agree to continue participation by providing funding for the program.

Article 9: Amendment of Memorandum of Understanding

The Memorandum of Understanding, subject to the approval of the respective Member Agencies may be amended. All Member Agencies will be notified immediately of any proposed changes to the Memorandum of Understanding and will have a minimum of 30 days to respond.

Article 10: Administrative Responsibilities

The Project Director shall be responsible for the administrative duties of the ACTION Project, ACTION Center and ACTION Project Investigative Team involving expenditures, revenue, budgeting, and the submission of reports, billings and other required documentation. The ACTION Project Director shall be appointed by the Tulare County District Attorney. The ACTION Operations Officer may develop procedures and delegate duties as necessary in furtherance of the ACTION Tech Unit. The Tulare County Sheriff shall appoint the Operations Officer.

Article 11: Location

The ACTION Center is located at the Heritage Complex in the city of Tulare. The official mailing address of the ACTION Project is 4500 S. Laspina St., Suite 226, Tulare, CA 93274.

PART II

OPERATIONAL STANDARDS, STRUCTURE AND PERSONNEL

Article 12: Operating Standards

All matters governing operating standards and procedures will be accomplished within the United States, and State of California, Constitutional guidelines, insuring the rights of citizens, and considering the duty of law enforcement to deter crime and detect, arrest, and prosecute individuals engaged in illicit activity.

Article 13: Crime Prevention

The ACTION Project and Center will coordinate a high technology agricultural crime prevention program, utilizing private sector support, community groups, and the media, to inform and educate the citizens and business communities within the jurisdiction of the Member Agencies, on developments in agricultural crime. The intent of this program will be to enhance public awareness and encourage community participation to deter agricultural crime and agriculturally related crimes.

Article 14: Structure

14.1 Agricultural/Rural Crime Units

It is anticipated that ACTION Project Investigative Team will be comprised of members from Agricultural Crime Units of the Member Agencies. When such members of Agricultural Crime Units are engaged in ACTION Project Investigative Team assignments, the Memorandum of Understanding will be binding.

14.2 Prosecutors

A Deputy District Attorney from each of the counties, as designated by the respective District Attorney's Office, shall be assigned, as needed, to participate in ACTION Project Investigative Team prosecutions.

14.3 Agricultural Commissioner Staff

At the direction of the Agricultural Commissioner of each of the counties, appropriate Agricultural Commissioner staff will be assigned to participate in the ACTION Project Investigative Team based on the type of cases and case load requirements.

Article 15: Supervision

15.1 Project Director

The Project Director shall be an overall supervisor equivalent to the rank of senior level supervisor for the Member Agencies. The Project Director shall be appointed by the Tulare County District Attorney.

15.2 Regional Coordinator

The Regional Coordinator will oversee the daily administrative responsibilities of the ACTION Project and is the equivalent to the rank of Captain. The Regional Coordinator is supervised by the Project Director.

15.3 Operations Officer

The ACTION Tech Unit staff will be supervised by the Operations Officer who shall be equivalent to the rank of Sergeant for each of the participating agencies. The Operations Officer shall be appointed by the Tulare County Sheriff.

15.4 Special Operations Supervisors

Special Operations supervisors will hold ranks equivalent to that of supervisory ranks for participating agencies. The Special Operations Supervisor shall be appointed by the Member Agency of the county where the special operation is taking place. In the event an operation involves multiple county locations, the Project Director shall designate an overall Special Operations Supervisor.

Article 16: Prosecutorial Support

At the inception of ACTION Project Investigative Team, a deputy district attorney from each county will be designated to advise, assist, and coordinate prosecutorial activity. These deputies will have primary responsibility for case tracking and legal support. Vertical prosecution is the expected procedure. During subsequent years of operation, prosecutorial participation will be evaluated and modified, if appropriate, based on workload and budget considerations.

Article 17: Case Prioritization

It shall be the policy of the ACTION Center Tech Unit to respond to requests for case development assistance from the Member Agencies, within the jurisdictions of the ACTION Project Investigative Team. Assistance may be limited by the availability of personnel and by existing caseloads.

Article 18: Training

18.1, Minimum Qualifications

The ACTION Project will establish minimum qualification standards for Investigative Team Members when engaged in the use of the ACTION Project Investigative Team equipment. The ACTION Project Investigative Team Members must receive a basic training course that will teach them how to conduct basic high tech agricultural crime investigations, assist in forensic examinations and assist in more complex investigations. The basic training course must be completed prior to participating in an ACTION Project assignment, except on approval of the Project Director.

18.2, Intermediate Training

ACTION Project will develop an intermediate level training program so that all investigative team participants will be fully equipped and additionally certified to conduct a wider degree of investigations, execute search warrants, and conduct crime scene Investigations which incorporate the use of high-tech surveillance equipment.

18.3, Attend ACTION Project Training

Rural Crime Unit officers will regularly attend specialized training provided by the ACTION Project and ACTION Center in high tech investigations and computer skills to establish and maintain expertise in these fields so that the highest degree of technical assistance can be provided.

18.4, Provide Outside Training

Resources permitting, the ACTION Project, ACTION Center, and ACTION Project Investigative Team will provide ongoing training to local agencies in high tech crime investigations in order to establish and maintain a base of knowledge among local agencies in this field.

PART III

ACTION PROJECT EQUIPMENT

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Article 19: Use of ACTION Project Surveillance Equipment

Members Agencies who have received required training are entitled to use the high-tech surveillance equipment, surveillance platform and surveillance vehicles maintained by the ACTION Tech Unit.

19.1, Scheduling

Use of equipment will be reserved through a check out and scheduling protocol established and administered by the ACTION Center Tech Unit. No equipment shall be utilized unless approved by the Operations Officer using established protocol.

19.2, Equipment Set-Up

Set-up of surveillance equipment, surveillance platform and vehicle shall be handled by the ACTION Tech Unit unless Member Agency has been certified and trained for appropriate and safe usage by Operations Officer.

19.3, Damage to Equipment

Other than normal wear and tear, any ACTION Project Investigative Team Member Agency using ACTION Project surveillance equipment, surveillance platform or surveillance vehicle is responsible for any damage due to improper installation, negligent handling, careless transportation or intentional misuse and will be billed for repair or replacement of equipment.

19.4, Development and Use of an Integrated Agricultural Crime Database

The ACTION Project will develop a database system to be used by all membership counties. The purpose of the integrated agricultural crime database will be to gather and analyze agricultural crime information from the membership counties to establish baseline information throughout the region and for crime analysis purposes to more efficiently resolve agricultural related crimes throughout the region. Each membership county's Agricultural/Rural Crime Unit and Prosecutor will be required to input their agricultural crime reports/cases for their county into the integrated agricultural crime database.

PART IV

121

ADMINISTRATIVE GUIDELINES

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Article 20: Policy

All Investigative Team Members will be expected to conform to their parent agency's policies, procedures and tactical guidelines, as well as any additional policies and procedures set forth by the ACTION Project.

Article 21: Measuring Stick for Success

The measuring stick for success is not the number of investigations or prosecutions conducted by ACTION Project Investigative Team, but the deterrent effect it has on the criminal infrastructure. The aim of this strategy is to move law enforcement toward a cohesive plan of systematically attacking agricultural crime. This Project should emphasize quality over quantity and focus on disabling the infrastructure which makes agricultural crime profitable. Although measuring that deterrence with precision is difficult, indicators may include:

21.1, Decline in Property Loss

Substantial decrease in the total dollar value of property loss associated with agricultural crime.

21.2, Large Scale Recovery of Property

Recovery of commodities, equipment, agricultural chemicals and animals stolen.

21.3, Incarceration of Multiple Defendants

The conviction and incarceration of multiple defendants, particularly the ringleaders, with one or more defendants sentenced to appropriate state prison terms.

21.4, Decrease in Targeted Crimes

A substantial decrease in the incidence of the targeted crimes within the region.

21.5, Potential Economic Loss Prevented

Quantifiable losses prevented or recovered as a result of investigative team efforts such as the reduction of total insurance claims and the reduction of insurance premiums.

Criminal investigations are sensitive. Protecting the sources of information and managing information about areas of criminal activity is absolutely essential. All investigative files shall be exempt from disclosure to the extent allowed by law. Dissemination of other information and non-investigative reports will be done on a "need to know/right to know" basis in compliance with existing state and federal laws. With all of this in mind, it shall be the policy of ACTION Project to provide maximum disclosure of information to the public with the minimum of delay. Questions about the appropriateness of releasing case information will be referred to the Project Director or his designee, who will coordinate the dissemination of information.

22.1, Periodic Reports to Public Agencies:

The ACTION Center will produce and distribute a Monthly report to both Member and Affiliated Agencies to apprise them of recent investigations and crime trends.

22.2, Summary Reports to Advisors:

The ACTION Project will produce and distribute periodic reports to the Members Agency to apprise them of completed investigations and crime trends in coordination with reporting requirements of the Rural Crime Prevention Program administered by the Governor's Office of Criminal Justice Planning.

22.3, Media Relations:

The ACTION Project will cooperate with the news media to assist them in obtaining information on matters of public interest. However, certain information must remain confidential in order to protect the Constitutional rights of the accused, to avoid interfering with an ongoing ACTION Project Investigative Team investigation, or because it is legally privileged.

The Project Director, or designee, is responsible for the dissemination or coordination of press releases relating to ACTION Project or ACTION Project Investigative Team matters. All Member Agencies will be notified, time permitting, prior to any media releases. Notifications will be made in all cases prior to any formal press briefing. All ACTION Project Investigative Team press releases will be joint, with equal opportunity for participation by all involved agencies. It shall be against the policy of ACTION Project to release any information to any particular news media outlet on an exclusive basis. "Exclusive basis" means agreeing not to disclose the information to any other reporter.

Each Parent Agency shall be solely liable for any and all damages, including attorneys' fees, resulting from the acts or omissions of its own employees, including those employees of, or assigned to the ACTION Project Investigative Team, and shall indemnify and hold harmless each other Member Agency for said acts and omissions. No Parent Agency shall be deemed to have assumed any liability for the condition of any property used by another Parent Agency or any of its officers, employees or agents during any activities related to this Memorandum of Understanding. Each Parent Agency shall indemnify and hold harmless each other Member Agency for the said condition of any property used by its officers, employees or agents during any activities related to this Memorandum of Understanding.

Article 24: Worker's Compensation

Each Parent Agency shall be responsible for the continued provision of worker's compensation coverage for its officers, employees and agents while they are assigned to perform or are performing activities related to this Memorandum of Understanding. In this regard, each Parent Agency shall defend, indemnify and hold harmless every other Parent Agency and the officers, employees and agents thereof from and against any claim, loss, damage, lawsuit, cost or expense that arises out of, or is in any way related to, any industrial/worker's compensation injury sustained by an employee of the indemnifying Parent Agency while assigned to perform or performing activities related to this Memorandum of Understanding.

Article 25: Internal Document and Evidence Security

All investigative files will be considered CONFIDENTIAL and shall be exempt from public disclosure to the extent allowed by law. This material will be secured when unattended. Access to investigative files will be on a "need to know / right to know" basis. Investigative files being actively worked will be kept under the direct control of the ACTION Center or ACTION Project Investigative Team until the investigation is concluded. The management of documents and evidence will be done in strict accordance with applicable state and federal laws.

Article 26: Case Reporting

Investigative reports will be completed in a timely manner and will describe activities fully, exactly and plainly. Reports will be maintained in a centralized record retention file, managed by the ACTION Center. All appropriate information will be submitted to the Bureau of Justice Assistance Office [BJA] as required.

26.1, Report Formats

Report formats will be determined by the Member Agencies.

26.2, Investigative Files

Because the regional law enforcement agencies are required to collect and maintain certain types of information on a common basis for inclusion in the data base developed by the California Department of Justice [DOJ] as part of the legislative mandate, certain investigation information must be collected. This information shall be exempt from public disclosure to the extent allowed by law:

26.2(a), Offense Information

This information will include ACTION Project case number, handling agency case number, assigned investigator, date and time of offense, suspect information, victim information, verified loss, case status and a brief summary of the case.

26.2(b), Suspect Information

This information will come from the offense reports, arrest reports and certain field interview reports and will identify arrestees, suspects and known associates who have come to the attention of the ACTION Project Investigative Team. The information will include the name, date of birth, identifying numbers (CDL, CII, FBI, PFN, etc.), specific descriptors (tattoos, scars, etc.), associated businesses, and corresponding case numbers.

26.2(c), Property Information

This information will include losses, recoveries, and type of property seized. This information may be shared with other law enforcement entities, will also document the effectiveness of the investigative team and help quantify the scope of agricultural crime in a given area.

26.2(d), Modus Operandi Information

This information must be kept in a manner that will allow investigative team members to share the information with other members, other investigative teams and law enforcement involved in similar cases.

Article 27: Administrative Reporting

The Regional Coordinator, or designee, is responsible for submitting all required and requested information, in a timely manner. This reporting will be made to the Bureau of Justice Assistance Office [BJA], Member Agencies, and others as may be determined. These reports may include, but are not limited to: Monthly Case

Management Reports, Statistical Reports, Budget Reports, Personnel Reports and Unusual Occurrence Reports.

Article 28: Multi-Agency Concerns

28.1, Citizen Complaints

Any Complaint received by the ACTION Project from an individual alleging misconduct by personnel of the ACTION Project Investigative Team while conducting an ACTION Project operation shall be immediately reported to the Project Director. The Project Director will notify the concerned officer's Parent Agency designated Supervisor and provide them with all the available information regarding the incident for immediate assignment and preliminary fact finding. Final determination of the complaint will be made by the Parent Agency.

28.2, On-duty Traffic Accidents

In all cases, appropriate reports will be completed in compliance with legal requirements and the Parent Agency policy.

28.2(a), Non-Injury Accidents

If an ACTION Project Investigative Team Member is involved in a traffic collision while on duty NOT resulting in injury or death, the supervisor shall make the following notifications:

- 28.2(a) 1. A supervisor from the involved officer's Parent Agency,
- 28.2(a) 2. The Project Director, and
- 28.2(a) 3. The agency in whose jurisdiction the incident occurred.

28.2(b), Injury or Death

If an ACTION Project Investigative Team Member is involved in a traffic collision while on duty which results in injury or death, the supervisor shall immediately make the following notifications:

- 28.2(b) 1. A supervisor from the involved officer's Parent Agency,
- 28.2(b) 2. The Project Director, who will immediately notify the Tulare County District Attorney and Sheriff or designees, and
- 28.2(b) 3. The agency in whose jurisdiction the incident occurred.

28.3, On-Duty Injury

When any Investigative Team Member is injured on duty, the supervisor will notify the Project Director. An involved Parent Agency supervisor shall be notified and procedures will be followed as required by the concerned Parent Agency. In case of an emergency, the Investigative Team Member will receive immediate medical attention in the most expedient manner. In order to assist the supervisor in ensuring the Investigative Team Member's injury is treated without delay, every Investigative Team Member will supply the Project Director with medical emergency notification information that will be maintained at the respective team office and the ACTION Center office.

28.4, Use of Force

Use of force incidents will be reported as required by Parent Agency guidelines. Any Investigative Team Member involved in an incident resulting in injury or death while that Investigative Team Member is on duty will require the immediate notification of the following:

28.4(a), A supervisor from all involved Parent Agencies

28.4(b) The Project Director, who will immediately notify the Tulare County District Attorney and Sheriff or designees, and

28.4(c), A supervisor from any non-involved agency in whose jurisdiction the incident took place.

28.5, Firearm Policy

Investigative Team Members will carry firearms only in accordance with his or her Parent Agency's departmental policies and procedures. Any discharge of a firearm shall require the immediate notification of the following:

28.5(a), A supervisor from all involved Parent Agencies

28.5(b) The Project Director, who will immediately notify the Tulare County District Attorney and Sheriff or designees, and

28.5(c), A supervisor from any non-involved agency in whose jurisdiction the incident took place.

PART V FISCAL GUIDELINES

Article 29: Source of Funding

Revenue for the ACTION Project shall originate only from the following sources:

29.1, U.S. Department of Justice, Bureau of Justice Assistance,

29.2, Other Grants, Funding or Donations from Government Agencies.

Article 30: Program Operation

30.1 Self-Management

The ACTION Regional Coordinator shall have the responsibility for day to day fiscal operations. The ACTION Project Investigative Team shall be responsible for tactical planning. The ACTION Project Director in consultation with ACTION Center staff and Membership Agencies, shall be responsible for making recommendations for policy issues, long range planning including legislation and funding acquisitions.

30.2, Limits

All purchases require backup documentation, such as receipts or invoices, which clearly and accurately show who received the funds and what goods or services were provided in return. Goods or services returned to the vendor must also be clearly and accurately documented.

30.3, Title of Property

Tulare County will hold title to all property purchases by ACTION Project Grant Funds. Such property may be distributed to and retained by Member Agencies for their use. However, each Member Agency must return the property to Tulare County upon termination of the program or upon termination of participation by the Member Agency as described in Article 7 of this Memorandum of Understanding. Each Member Agency will be responsible for the care and maintenance of all distributed equipment in their possession.

30.4, Purchasing

All purchases shall be conducted through the Tulare County District Attorney's Office.

30.5, Accounting, Internal and External of the ACTION Center

The Regional Coordinator shall be responsible for the internal accounting of all

ACTION Center activities and may establish whatever controls and procedures deemed necessary to carry out these duties. The Regional Coordinator shall forward to the District Attorney Fiscal Services Office all records, receipts and documents required by the Grant. An external audit of the program shall be conducted in accordance with the terms of the grants received and general accounting principals.

PART VI SIGNATURES

For the County of Tulare: _____
District Attorney

Print: _____

Date: _____

Sheriff

Print: _____

Date: _____

Agricultural Commissioner

Print: _____

Date: _____

For the County of Fresno: _____
District Attorney

Print: _____

Date: _____

Sheriff

Print: _____

Date: _____

Agricultural Commissioner

Print: _____

Date: _____

For the County of Kings:

District Attorney

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Date: _____

Sheriff

Print: _____

Date: _____

Agricultural Commissioner

Print: _____

Date: _____

For the County of Kern:

District Attorney

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Date: _____

Sheriff

Print: _____

Date: _____

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Agricultural Commissioner

Print:

Date:

For the County of Madera

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District Attorney

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Date:

Sheriff

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Date:

Agricultural Commissioner

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Date:

For the County of San Joaquin

District Attorney

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Sheriff

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Agricultural Commissioner

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Date:

For the County of Merced

District Attorney

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Sheriff

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Agricultural Commissioner

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For the County of Stanislaus

District Attorney

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Sheriff

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Agricultural Commissioner

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For the County of San Luis Obispo _____

District Attorney

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Sheriff

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Agricultural Commissioner

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Date: _____

For the County of Monterey _____

District Attorney

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Date: _____

Sheriff

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Date: _____

Agricultural Commissioner

Print: _____

Date: _____

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