

County of Santa Cruz

DISTRICT ATTORNEY'S OFFICE

701 OCEAN STREET, ROOM 200, P.O. BOX 1159, SANTA CRUZ, CA 95060
 (831) 454-2400 FAX: (831) 454-2227 E-MAIL: dat015@co.santa-cruz.ca.us

KATHRYN CANLIS
 DISTRICT ATTORNEY

October 19, 2001

AGENDA: November 6, 2001

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

RE: SANTA CRUZ AUTO THEFT REDUCTION TASK FORCE (SCARE)

Dear Members of the Board:

On June 24, 1992, your Board adopted resolution 339-92 authorizing the \$1 vehicle registration fee for the Vehicle Theft Program and established the Santa Cruz Auto Theft Reduction Task Force (SCARE). Subsequently, your Board passed resolutions or adopted budgets that recognized revenue and approved expenditure appropriations in the Office of the District Attorney budgets. In recent years, the Santa Cruz County law enforcement agencies have discussed the modification of the SCARE program to include the funding of staff and related expenses from the Santa Cruz and Watsonville Police Departments.

Your Board during the **FY** 01/02 budget hearings approved funding of a 1.0 FTE DA Inspector II and assigned county vehicle (\$94,106). The District Attorney and the Santa Cruz County Police Chiefs Association (SCPCSA) are recommending the Santa Cruz Auto Theft Task Force be expanded by adding 1.0 police officer from the City of Watsonville (\$82,127) and .50 community service officer from the City of Santa Cruz (\$20,593) as well as related services and supplies. The total recommended budget is \$123,980. Agreements have been developed with the Cities of Watsonville and Santa Cruz for the dedication of this staff and related expenses for vehicle theft reduction. The budget details are in Attachment 1.

WATSONVILLE OFFICE

The SCARE Task Force was established to direct the funding made available by the adoption of Board resolution 339-92. These funds are dedicated by statute to the enforcement of crimes related to vehicle theft throughout both the incorporated and unincorporated areas of the County. Task force operations are conducted by law enforcement agencies, including the California Highway Patrol, District Attorney's Office, and local law enforcement agencies. The role of task force members is the investigation and prosecution of all vehicle theft cases within the County. The assigned personnel of participate in surveillance, case investigations, arrests, and prosecution. Their primary activities have been following up leads from related jurisdictions, recovering stolen vehicles, staking-out suspected auto theft operations and educating local body shop owners to current criminal practices.

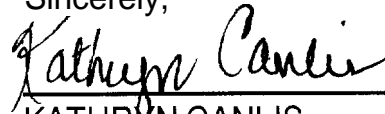
The SCARE program will continue to be operationally supervised by the CHP but will be administered by the District Attorney. The SCARE staff, services and supplies, and equipment per Vehicle Section 9259.14 will be used exclusively for "programs that enhance the capacity of local police and prosecutors to deter, investigate and prosecute vehicle theft crimes". The Cities of Santa Cruz and Watsonville will submit quarterly claims for the personnel and vehicle expenses detailed in the Agreements to the District Attorney's Office for review and approval. Claims for reimbursement for related services and supplies not detailed in the agreements but provided for in the budget are also processed by the District Attorney's Office. Claims will be paid directly from the trust fund by the Auditor Controller's Office. The Sheriff's Office, Scotts Valley Police Department and the Capitola Police Department all support this recommended budget for the SCARE Task Force program. Sufficient funds are available to pay for the currently approved \$94,106 and the proposed SCARE Task Force program augmentation of \$1 23,980 for a total of \$218,086. The on-going expenses will be paid from the yearly revenue projection which is projected to be \$225,000.

It is, therefore, recommended that your Board:

1. Approve the additional expenditure appropriation of \$123,980 for the Santa Cruz Auto Theft Task Force and authorize the Auditor-Controller to pay these costs directly out of the Vehicle Theft Trust Fund, VC 9250.14, #72-293;
2. Authorize the District Attorney to sign the agreements with the cities of Watsonville and Santa Cruz;

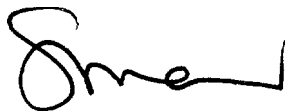
3. Direct the Auditor-Controller reimburse the cities of Watsonville and Santa Cruz for all of their claims for FY01-02.

Sincerely,



KATHRYN CANLIS
DISTRICT ATTORNEY
SANTA CRUZ COUNTY

Approved:



SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

jmr

Attachment

Attachment 1

Detailed SCARE Task Force Budget

Staffing

SC Police Department - .5 Comm Svc Off	\$ 20,593
Watsonville Police Department - One Police Off	\$ 82,127
Overtime	\$ 6,715
Sub Total	\$109,435

Services & Supplies

Radios	\$ 2,700
Memberships	\$ 150
Non-inventorial eq	\$ 1,100
Office Supplies	\$ 300
Photo Supplies	\$ 500
Training	\$ 4,800
Vehicle Watsonville	\$ 4,995
Sub Total	\$ 14,545

Total	<u>\$123,980</u>
-------	------------------

AGREEMENT BETWEEN THE CITY OF WATSONVILLE
AND THE COUNTY OF SANTA CRUZ

THIS AGREEMENT is effective as of July 1,2001, by and between the County of Santa Cruz (hereinafter "COUNTY"), a political subdivision of the State of California, and the City of Watsonville, a municipal corporation, (hereinafter "CITY").

WHEREAS pursuant to Vehicle Code Section 9250.14, The Santa Cruz County Board of Supervisors has established the Vehicle Theft Reduction Trust Fund # 72-293 (VTRTF") to fund a program that enhances the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

WHEREAS the Santa Cruz Auto Theft Task Force (SCARE) was established to direct the funding available in the VTRTF for the enforcement of crimes related to vehicle theft throughout both the incorporated and unincorporated areas of Santa Cruz County and is comprised of law enforcement agencies, including the California Highway Patrol, The District Attorney's office and local law enforcement agencies.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the COUNTY and CITY agree as follows:

AGREEMENTS

1. CITY agrees to provide 1.0 Police Officer who will be assigned 100% of his/her time to the prevention of vehicle theft as defined by the SCARE Task Force.
2. CITY agrees to provide one fully equipped vehicle for use by the above described Police Officer.
3. COUNTY will reimburse CITY in an amount not to exceed \$88,842 for the costs of the salary of the Police Officer assigned to the prevention of vehicle theft position as defined by SCARE (including overtime and benefits) out of the VTRTF as more fully described below.
4. COUNTY will reimburse CITY in an amount not to exceed \$4,995 out of the VTRTF for the operational costs of the patrol car used by the above described police officer.
5. CITY shall submit quarterly invoices to the District Attorney for Santa Cruz County certifying that all claimed expenses are 100% related to the prevention of vehicle theft as defined by the **SCARE** Task Force. The Office of the District Attorney will approve the claim for payment and submit the invoice to the County of Santa Cruz Auditor-Controller for payment to CITY.

TERM

6. The term of this Agreement shall commence on July 1, 2001, and shall conclude on June 30, 2002 unless otherwise extended as provided herein.

EXTENSION OF TERM

7. The term of this Agreement may be extended by mutual agreement of the parties by presenting a request to COUNTY's Board of Supervisors for its consideration at its scheduled Budget Hearings for the Fiscal Year subsequent to the ending date of the current agreement. The Agreement may be extended by written amendment to the original agreement.

RECORDS AND ACCOUNTS

8. CITY shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement. CITY hereby agrees to be subject to examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

RELATIONSHIP OF PARTIES, INDEMNIFICATION, CLAIMS

9. Nothing contained in this Agreement shall be interpreted or understood by the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between COUNTY and CITY. CITY shall be wholly responsible for the manner in which it or its agents, or both, perform the activities required of it as defined by the SCARE Task Force.

CITY shall bear its own exposure for Worker's Compensation, Labor Code 4850 temporary disability pay and Unemployment Benefits for the above described police officer.

Nothing contained in this Agreement shall create or justify any claim by any person or entity against COUNTY, except by CITY as a result of COUNTY'S failure to reimburse CITY's costs as provided herein.

CITY shall indemnify, defend and hold COUNTY, its officer, agents, employees and volunteers, harmless against all claims made against it, including reasonable attorneys' fees, which arise out of or in connection with the position and equipment which are the subject of this agreement.

Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of this Agreement shall be valid unless made in writing between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date and year first written above.

Date: Oct. 22, 2001

Kathryn Canlis
Kathryn Canlis
Santa Cruz County District Attorney

Date: 10-25-01

Terrance Medina
Terrance Medina
City of Watsonville Police Chief

APPROVED AS TO FORM

Jane M. Scott
for PAMELA FYFE
Assistant County Counsel

Alan Smith
Alan Smith
Watsonville City Attorney

Dated: _____

10/25/01

AGREEMENT BETWEEN THE CITY OF SANTA CRUZ
AND THE COUNTY OF SANTA CRUZ

0056

THIS AGREEMENT is effective as of July 1, 2001, by and between the County of Santa Cruz (hereinafter "COUNTY") and the City of Santa Cruz (hereinafter "CITY"), both political subdivisions of the State of California.

WHEREAS pursuant to Vehicle Code Section 9250.14, The Santa Cruz County Board of Supervisors has established the Vehicle Theft Reduction Trust Fund # 72-293 (VTRTF) to fund a program that enhances the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

WHEREAS the Santa Cruz Auto Theft Task Force (SCARE) was established to direct the funding available in the VTRTF for the enforcement of crimes related to vehicle theft throughout both the incorporated and unincorporated areas of Santa Cruz County and is comprised of law enforcement agencies, including the California Highway Patrol, The District Attorney's office and local law enforcement agencies.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the COUNTY and CITY agree as follows:

AGREEMENTS

1. CITY agrees to provide .50 Community Services Officer who will be assigned 100% of his/her assigned time to the prevention of vehicle theft as defined by the SCARE Task Force.
2. COUNTY will reimburse CITY in an amount not to exceed \$20,593 for the costs of the salary of the Community Services Officer assigned to the prevention of vehicle theft position as defined by SCARE (including benefits) out of the VTRTF as more fully described below.
3. CITY shall submit quarterly invoices to the Office of the District Attorney for Santa Cruz County certifying that all claimed expenses are 100% related to the prevention of vehicle theft as defined by the SCARE Task Force. The District Attorney will approve the claim for payment and submit the invoice to the County of Santa Cruz Auditor-Controller for payment to CITY.

TERM

4. The term of this Agreement shall commence on July 1, 2001, and shall conclude on June 30, 2002 unless otherwise extended as provided herein.

EXTENSION OF TERM

5. The term of this Agreement may be extended by mutual agreement of the parties by presenting a request to COUNTY's Board of Supervisors for its consideration at its scheduled Budget Hearings for the Fiscal Year subsequent to the ending date of the current agreement. The Agreement may be extended by written amendment to the original agreement.

RECORDS AND ACCOUNTS

6. CITY shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement. CITY hereby agrees to be subject to examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

RELATIONSHIP OF PARTIES, INDEMNIFICATION, CLAIMS

7. Nothing contained in this Agreement shall be interpreted or understood by the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between COUNTY and CITY. CITY shall be wholly responsible for the manner in which it or its agents, or both, perform the activities required of it as defined by the SCARE Task Force.

CITY shall bear its own exposure for Worker's Compensation, Labor Code 4850 temporary disability pay and Unemployment Benefits for the above described police officer.

Nothing contained in this Agreement shall create or justify any claim by any person or entity against COUNTY, except by CITY as a result of COUNTY'S failure to reimburse CITY's costs as provided herein.

CITY shall indemnify, defend and hold COUNTY, its officer, agents, employees and volunteers, harmless against all claims made against it, including reasonable attorneys' fees, which arise out of or in connection with the position and equipment which are the subject of this agreement.

Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of this Agreement shall be valid unless made in writing between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date and year first written above.

Date: Oct. 22, 2001

Kathryn Canlis
Kathryn Canlis
Santa Cruz County District Attorney

Date: 10-22-01

STEVEN R. BELCHER
Steven R. Belcher
City of Santa Cruz Police Chief

APPROVED AS TO FORM

for Gene M. Scott
PAMELA FYFE
Assistant County Counsel

John Barisone
John Barisone
Santa Cruz City Attorney

Dated: _____

10-24-01