

Agenda Item No. GB - F
Meeting Date: 07-26-2021

Subject: Consideration and Approval of Resolution 21-52 Approving a Memorandum of Understanding with the BATTLE Group (Beat Auto Theft Through Law Enforcement).

Presented by: Matthew B. Skaggs,
Chief of Police

Background: Auto theft is rampant throughout our region. The City of Dacono and our neighboring communities are not exempt. The uptick in auto thefts is extremely concerning. The BATTLE Group puts together a controlled and collaborative effort on the part of participating law enforcement agencies, headed up by state patrol, that dedicates focused efforts to address the issue of auto theft. As indicated, the mission of the BATTLE Group, among other things, is to provide a multi-jurisdictional approach, innovative intelligence-led investigative techniques, agency collaboration and information sharing, data collection and analysis, community education and involvement, prosecutorial partnership within the judicial districts. Participating in this collaboration not only gives us an opportunity to participate and be a part of an operational and informational collaboration, but it also gives us access to resources to address problems we are experiencing in our city. This is a very useful benefit we can provide to our residents and the public in general. As a small agency, we will provide some of our own resources as we can, but we will get more out of formalizing this relationship than we will put into it. There is no monetary contribution for this endeavor. Monetary needs are funded through grant awards. Some costs related to overtime are offset or reimbursed by grant awards. Otherwise, personnel costs are that of the individual agency. The draft of this MOU was submitted for legal review and approved.

If approved our agency will be part of BATTLE North which consists of the following agencies;

Colorado State Patrol Boulder/Larmier
Boulder City
Boulder County
Frederick Police
Ft. Collins Police
Greeley PD
Lafayette PD
Larmier County Sheriff
Louisville PD
Longmont PD
Loveland PD
Weld County
Windsor PD

Recommended Action: Approval of Resolution 21-52, Approving a Memorandum of Understanding with the BATTLE Group (Beat Auto-Theft Through Law Enforcement)

RESOLUTION NO. 21-52

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE DACONO POLICE DEPARTMENT'S PARTICIPATION IN BEAT AUTO THEFT THROUGH LAW ENFORCEMENT (BATTLE).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:

Section 1. The Memorandum of Understanding for the Dacono Police Department's participation in Beat Auto Theft Through Law Enforcement, a copy of which accompanies this resolution (the "MOU"), is hereby approved. The Mayor and City Clerk are hereby authorized to execute the MOU, and the Mayor is further authorized to negotiate and approve on behalf of the City such revisions to the MOU as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the MOU are not altered.

INTRODUCED, READ, and ADOPTED this 26th day of July, 2021.

CITY OF DACONO, COLORADO

Joe Baker, Mayor

ATTEST:

Valerie Taylor, City Clerk

MEMORANDUM of UNDERSTANDING

Beat Auto Theft Through Law Enforcement

This Memorandum of Understanding (MOU) is entered into by the Sheriff, Chief or Law Enforcement Agency Director (or designee) of the agencies who subsequently agree to the terms of this MOU.

Purpose:

The purpose of this MOU is to outline the overall mission of the Beat Auto Theft Through Law Enforcement Team (BATTLE) and delineate the responsibilities between the participating member agencies listed above and any additional agencies that have agreed to this MOU.

This MOU will formalize the relationship between participating agencies for policy guidance, planning, training, public relations, and media relations in order to maximize interagency cooperation. This will also create a cohesive unit capable of addressing the emerging organized auto theft problem facing Colorado law enforcement agencies.

Each participating agency agrees that its law enforcement personnel and/or its equipment may be used in conducting overt and covert investigations involving organized or multiple-motor vehicle thefts, chop shops, and fencing of stolen motor vehicles and/or motor vehicles parts.

This MOU provides functions or services, including the sharing of services or functions by political subdivisions of the State of Colorado, specifically authorized by CRS 29-1-203.

In addition, this MOU sets forth the intent of the signatories to participate in BATTLE.

Mission:

The mission of BATTLE is to thoroughly investigate reported auto theft crimes, auto theft related crimes, apprehend criminals, recover property, and proactively prevent auto theft by utilizing:

- A multi-jurisdictional approach
- Innovative intelligence-led investigative techniques
- Agency collaboration and information sharing
- Data collection and analysis
- Community education and involvement
- Prosecutorial partnership within the judicial districts

Participation:

BATTLE is a part-time initiative designed to facilitate complex vehicle crime investigations. It is not intended to be a full-time task force requiring assignment of personnel. BATTLE will be activated when a member agency has a multi-jurisdictional auto theft investigation and requires additional personnel to properly investigate the case.

BATTLE task forces will be regionalized into four areas. BATTLE South, BATTLE North, BATTLE West, and BATTLE Southwest. Member agencies will be a partner in one of these four regional task forces.

Agencies requesting activation of BATTLE must be able to assign a minimum of one investigator or detective to participate in BATTLE operations. That investigator or detective will serve as case agent for the operation. The requesting agency may provide a supervisor for the operation for the purpose of operational plan review.

Regional quarterly meetings will be held with the agency heads or designees who are expected to serve in an advisory role to the task force. At these meetings the BATTLE Commander will provide information on investigations within the previous quarter. The BATTLE Commander will also lead a discussion about investigative and arrest tactics being used and any new tactics being considered. The BATTLE Task Force Director will provide information on all training within the last quarter and equipment status and needs. Such briefings will also serve as a forum to address any issues of mutual concern to the participating agencies or provide guidance to the BATTLE Commander and BATTLE Task Force Director.

Supervision:

When multiple supervisors are participating in a BATTLE operation, only one predetermined supervisor will provide field supervision during the operational period to include search and arrest warrant execution. Selection of that supervisor will be at the discretion of the BATTLE Commander. Operational plan review shall be conducted by the BATTLE Commander and may be reviewed by the BATTLE Task Force Director. Final approval or disapproval of the plan resides with the BATTLE Commander.

Composition:

BATTLE will consist of a combined law enforcement body from the participating agencies with the Colorado State Patrol as the lead agency. In addition, any additional participating agency that subsequently agrees to the terms of this MOU will support BATTLE. Each participating agency agrees to provide personnel to allow BATTLE to accomplish its mission.

Specific control of BATTLE members shall be retained by the respective parent agency head or designee, who will be kept informed of all investigative developments by their respective subordinates.

The Colorado State Patrol is the lead agency in BATTLE. The Captain of the Colorado State Patrol's Investigative Services Section will act as the BATTLE Commander. The Colorado State Patrol will assign a Chief Financial Officer for BATTLE.

A supervisor from a participating agency within each region shall be selected to serve as the BATTLE Task Force Director. The BATTLE Task Force Director will assure that the regional BATTLE task force has the equipment, training and support necessary to carry out its mission.

The primary BATTLE supervisor will be the CSP Sergeant, or other designated supervisor, as assigned by the BATTLE Commander. The primary BATTLE Supervisor will have field supervisory responsibility of all team members during BATTLE activities and will ensure that BATTLE Operational Guidelines are followed.

The Colorado Attorney General's Office will serve as legal advisor to BATTLE.

Liability:

Each participating agency acknowledges that applicable Colorado State laws govern liability for its employees while they are participating as a member of BATTLE. Liability for individual BATTLE members is the sole responsibility of each of the participating agencies or employees and none of the agencies or employees waives or limits the benefits or protections afforded by the Colorado Governmental Immunity Act C.R.S. 24-10-101 *et seq* and Article XI of the Colorado Constitution. Liability shall not be the responsibility of BATTLE. Participating agencies and individual BATTLE members agree they will not be responsible or liable for acts performed by personnel of other member agencies while performing BATTLE activities.

Each participating agency will be provided with a copy of the Operational Guidelines for BATTLE. Each BATTLE member will be required to follow the rules and regulations of their parent agencies unless BATTLE guidelines are stricter. In the event of any conflict between any provision of this MOU and the Operational Guidelines, the provisions of this MOU shall control and prevail.

Each participating member remains an employee of their parent agency and each agency is responsible for salary, worker's compensation, and other benefits afforded their agency members.

Salary/Overtime:

The Colorado State Patrol will issue purchase orders that authorize the reimbursement of overtime incurred in furtherance of BATTLE objectives as outlined in the BATTLE Operational Guidelines. Overtime reimbursement is based on, and limited by, grant allocations.

Assignment of Cases:

All cases assigned or developed will be jointly investigated by BATTLE. The development of operational teams within BATTLE may be necessary to effectively accomplish the mission. Such teams will consist of a BATTLE member from the requesting agency and a Colorado State Patrol investigator and any additional detectives or investigators as needed.

The parties agree to work within the multi-jurisdictional spirit of the Colorado Auto Theft Prevention Authority (CATPA) legislation. All law enforcement actions will be coordinated and cooperatively carried out.

Deconfliction:

Use of Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) Watch Center is mandatory for BATTLE operations to avoid conflicts with another agency or task force operation.

Records:

All BATTLE investigative records will be maintained in a secure location by the initiating agency who is the custodian of record. Copies of all documents generated by BATTLE with respect to an investigation shall be provided to the BATTLE Commander or his/her designee unless prohibited by that agency's regulations and/or applicable State or Federal law.

Classified information and/or documents containing information that identifies or tends to identify a BATTLE informant shall be maintained by the initiating agency in accordance with that agency's policies regarding intelligence and confidential informant handling.

Prosecutions:

The detective, supervisor, appropriate district attorney, and the Colorado Attorney General's Office liaison will make a determination, on a case-by-case basis, whether the filing of a specific BATTLE investigation should be filed with the local district attorney or the State Attorney General's Office. 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 overall objectives of BATTLE.

Incidents involving Team Members:

Should a BATTLE member be involved in a "critical incident" (deadly force encounter) relating to and in the scope of BATTLE duties, established critical incident teams will be utilized. Investigation of critical incidents that occur in areas without a critical incident team will be investigated by the agency having jurisdiction. Investigative assistance may be requested from the Colorado Bureau of Investigation as needed. The agency of the member involved in the incident will be responsible for conducting their own internal investigation. Should BATTLE

members from more than one agency become involved in an incident, participating agencies in this MOU agree to conduct independent investigations unless it is cooperatively determined by the appropriate supervisor(s) that a joint investigation would be in the best interest of the agencies involved.

However, if the agencies involved in an incident agree to conduct their own investigation, each agency agrees it will conduct its respective investigation in a manner that doesn't interfere with or hamper the investigation(s) of any other agency(s).

The primary BATTLE supervisor will notify the parent agency supervisor in any instance of a complaint against a BATTLE member arising from BATTLE duties. The parent agency is solely responsible for administrative investigations and complaint resolution for their employee and any disciplinary or corrective action will be the prerogative of the member's agency.

Investigative Methods:

The majority of BATTLE cases will be prosecuted at the State level. Therefore, BATTLE participants agree to conform to State standards concerning the collection, processing, and storage of evidence and electronic surveillance. In addition, the use of other investigative methods (i.e. search warrants and intercepts of oral communication) and reporting procedures in connection therewith will be consistent with the policies and procedures of the State of Colorado and each participating agency. Evidence will be maintained and processed by the initiating agency under that agency's established guidelines.

Undercover Operations:

All BATTLE operations will be conducted and reviewed in accordance with BATTLE Operational Guidelines and applicable State and Federal laws.

Officer safety is a top priority with multi-jurisdictional task forces. In the planning and execution of an undercover operation, first priority should be given to the safety of ALL persons, second priority to the security of the official funds, and third priority to the attainment of the investigative objective.

All investigators will have available with them the following equipment:

- Attire with Police, Agent, Sheriff, or Trooper Markings
- Department approved firearm
- Flashlight
- Handcuffs
- Soft body armor
- Radio
- Cellphone

BATTLE members will support each other's jurisdictional boundaries. When an ongoing investigation crosses jurisdictional boundaries, the initiating BATTLE member or BATTLE supervisor will communicate with a task force officer or other responsible member of the home agency to share information and intelligence, as well as work jointly to complete the investigation if warranted.

Informants:

Informant handling and documentation will be conducted in accordance with the initiating agency's policy. Informants will need to be registered with BATTLE and obtain a BATTLE number for tracking purposes.

No documents will be prepared or disseminated outside BATTLE that would identify or tend to identify an informant. When possible, the informant will be referred to by a code name or number

so as not to reveal his/her identity.

If any information on a confidential informant (CI) becomes the subject of a discovery motion or court order in any State, Federal or Local proceeding, all participating agencies agree that they will notify each other prior to disclosure. Each agency will attempt to protect the interest of the other participating agencies in addition to its own interests and those of the CI.

Each agency's designated supervisor for CIs will oversee all aspects of informant development, control, and management in furtherance of BATTLE investigations.

Vehicles:

All participating agencies agree to supply their members with a vehicle for use by their employee. Vehicles will only be driven by members of the parent agency, except in an emergency. The participating agency shall be responsible for expenses related to the operation and repair of that agency's vehicle.

Property:

Property and equipment of BATTLE will be properly maintained and cared for by BATTLE members. All capital equipment, defined as an item purchased at \$5,000 or more using funds under a CATPA grant, must be inventoried prior to August 1 of each year. Any new capital equipment purchased under the conditions of this grant project shall be added to the inventory and submitted to the BATTLE Task Force Director upon receipt. Capital equipment becomes the property of the recipient agency and remains in its possession so long as it continues to be used for auto theft prevention activities in support of BATTLE and CATPA. All property and equipment shall be inventoried at least once per year by the BATTLE Task Force Director and said inventory reported to the BATTLE Commander prior to August 1 of each year.

Training:

Training for BATTLE members will be conducted quarterly. All BATTLE members must complete each quarterly training. Any deviation from this requirement must be approved by the BATTLE Task Force Director and placed in the grant file. A Training Planning Report and lesson plan will be put out prior to the training by the BATTLE Commander or his/her designee. Once the training has been completed, the BATTLE Task Force Director or his/her designee will complete a Training Evaluation Report and submit said report to the BATTLE Commander within 15 days of the completion of the training.

At least one member from each agency that receives BATTLE funding must attend a minimum of six (6) of the twelve (12) monthly CATI meetings per year. The attendance may be in person or via weblink.

Media Relations:

The BATTLE Commander or his/her designee has the responsibility to coordinate the release of information to the news media and to the public through the Public Information Officer of the involved jurisdiction and the Colorado State Patrol Public Affairs Section.

Media inquiries made to individual participating agencies shall be referred to the BATTLE Commander. At major crime scenes or following major incidents, the BATTLE Commander or designee will coordinate with the Public Information Officer of the jurisdiction(s) involved to ensure appropriate and accurate news releases are made. The BATTLE Commander or designee will ensure that each member agency receives equal public recognition for publicized BATTLE operations.

Duration:

The term of this MOU is for three years beginning on July 1, 2021 and ending on June 30, 2024, or until the MOU is terminated by one of the parties, whichever occurs sooner. Any participating agency may withdraw from BATTLE at any time by written notification to the BATTLE Commander at least 30 days prior to withdrawal. Upon termination of the MOU, all equipment provided to a participating agency by BATTLE will be returned to BATTLE.

Modification:

This MOU, together with all exhibits attached hereto, constitutes the entire MOU between the agencies hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This MOU may be modified at any time by written consent of all participating agencies through the BATTLE Commander. Modifications to this MOU 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 processing of seized assets for forfeiture obtained during BATTLE operations will be the responsibility of the agency filing the criminal case. Asset forfeitures will be conducted in accordance with rules and regulations set forth by the Federal government and/or the State of Colorado and BATTLE Operational Guidelines. Participating agencies agree to recommend that any recoverable forfeiture, attributable to a BATTLE investigation, may be transferred to the Colorado Auto Theft Prevention Authority under the guidelines established in C.R.S. 42-5-112 (4)(a), and in compliance with the Colorado Civil Forfeiture Statute, C.R.S. 16-13-311 et seq.

Specific Requirements:

Participating agencies will send at least one representative to the kick-off meeting and each quarterly briefing scheduled during the task force operational period.

Participating agencies will provide the BATTLE Task Force Director with information for their point of contact person. If the participating agency's point of contact changes, that agency will provide new point of contact information to the BATTLE Task Force Director within two weeks of the change. The BATTLE Task Force Director will then make notice of the change to the BATTLE Commander.

Participating agencies will be provided an electronic, monthly reporting template to capture BATTLE-related statistics. Participating agencies will provide the BATTLE Task Force Director with a completed monthly report, via email, by the 15th day of the month following the reporting month. A total of twelve (12) monthly reports shall be provided to the BATTLE Task Force Director in this manner during the grant period. The BATTLE Task Force Director will then forward each monthly report to the BATTLE Commander.

Miscellaneous Provisions:

It is specifically agreed among the agencies that this MOU is not intended by any of its terms, provisions, or conditions to create in the public or in any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this MOU to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this MOU.

The headings of the several articles and sections of this MOU are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this MOU and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the MOU.

This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together, shall constitute one instrument.

The agencies represent or warrant to each other that they have all the necessary authority to enter into this MOU and to perform their obligations hereunder.

Participating Agency signature(s)

By signing this Memorandum of Understanding your agency agrees to conditions set forth in the memorandum and the Operational Guidelines for the Beat Auto Theft Through Law Enforcement Team.

City of Dacono on behalf of the Dacono
Police Department

Date-____/____/____

Name and Title-_____
Authorized Signature

Lieutenant Colonel Barry Bratt
Colorado State Patrol

Date-__/____/____