

**MEMORANDUM OF UNDERSTANDING  
FOR  
TASKFORCE FOR REGIONAL AUTOTHEFT  
PREVENTION**

**JANUARY 1, 2018**

# **MEMORANDUM OF UNDERSTANDING FOR TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

This Memorandum of Understanding ("MOU") for the Taskforce for Regional Autotheft Prevention ("TRAP") is made and entered into by and between those public agencies which are a signatory to this MOU. The undersigned public agencies ("participating agencies") do hereby join together to form a consolidated task force for the purpose of integrating investigative and prosecutorial resources to address the expanding vehicle theft problem in Los Angeles County. This MOU shall be dated January 1, 2018 for reference purposes only.

This MOU supersedes all prior memoranda of understanding for the Taskforce for Regional Autotheft Prevention. This MOU shall be the operative document governing Taskforce for Regional Autotheft operations, and all prior memoranda of understanding for the Taskforce for Regional Autotheft are hereby terminated.

## **PART I BACKGROUND, MISSION STATEMENT, AND MANAGEMENT STRUCTURE**

### **ARTICLE 1: TASK FORCE ESTABLISHED**

- 1.1 On July 28, 1992, the Los Angeles County Board of Supervisors adopted a resolution to impose a one dollar (\$1) vehicle registration fee on vehicles, as authorized by Senate Bill 2139, codified at California Vehicle Code section 9250.14. On September 29, 2000, in addition to the one dollar (\$1) vehicle registration fee, the California Legislature authorized the collection of an additional two dollar (\$2) vehicle registration fee on commercial vehicles, effective January 1, 2001. On May 5, 2015, the Los Angeles County Board of Supervisors adopted a resolution to increase the vehicle registration fees from one dollar (\$1) to two dollars (\$2) on vehicles and from two dollars (\$2) to four dollars (\$4) on commercial vehicles. The revenue generated is designated for use in the deterrence, investigation, and prosecution of vehicle theft in Los Angeles County.
- 1.2 The Sheriff of Los Angeles County ("Sheriff"), as the Regional Coordinator of this effort, with the Chief Executive Officer ("CEO"), in conjunction with the Countywide Criminal Justice Coordination Committee ("CCJCC"), developed a consolidated vehicle theft curtailment program ("Program") to integrate resources against vehicle theft.

## **ARTICLE 2: TASK FORCE NAME**

- 2.1 The name of the Program shall be the Taskforce for Regional Autotheft Prevention ("TRAP").

## **ARTICLE 3: MISSION STATEMENT**

- 3.1 The mission of TRAP is to promote a coordinated effort and encourage maximum cooperation between all law enforcement and prosecutorial agencies in Los Angeles County to deter and reduce the incidents of vehicle theft, to increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft, to provide training and expertise to participating agencies countywide, and to coordinate a deterrence program in conjunction with the private sector.
- 3.2 TRAP will target, investigate, and prosecute individuals involved in vehicle theft, particularly those professional thieves who organize, direct, finance, or otherwise engage in commercial vehicle theft for profit.
- 3.3 TRAP will identify locations used in connection with vehicle theft offenses, including legitimate "front" business locations (i.e., body shops and auto dismantlers) which operate as commercial "chop shops," and take appropriate action.
- 3.4 TRAP will provide training and expertise for participating agencies throughout Los Angeles County.
- 3.5 TRAP will seek input and solicit cooperation from the private sector to coordinate a public deterrence program.

## **ARTICLE 4: BOARD OF ADVISORS**

- 4.1 In keeping with the multi-agency concept of this Program, CCJCC, through its Executive Steering Committee, will act as the Board of Advisors for TRAP and will be responsible for advising the Regional Coordinator on policy and overall strategy for the Program.

## **ARTICLE 5: REGIONAL COORDINATOR**

- 5.1 The Sheriff shall serve as the Regional Coordinator for TRAP. The Regional Coordinator shall administer the policy, procedures, and affairs of TRAP, subject to the recommendations of CEO and CCJCC, through its Executive Steering Committee.

- 5.2 The Regional Coordinator shall direct the Project Director to purchase/lease equipment, assets, office space, and resources to support the investigative, prosecutorial, and deterrence functions of TRAP.
- 5.3 The Regional Coordinator shall ensure that accurate books of account, showing in detail all financial transactions relating to TRAP, including all costs, expenses or charges paid, are maintained.
- 5.4 All books and records shall be open to inspection at all times during normal business hours by authorized representatives of participating agencies.
- 5.4 The Regional Coordinator shall direct the Project Director to cause the books of account and other financial records to be audited annually.
- 5.5 The Regional Coordinator, in consultation with CCJCC, shall review and adopt the annual budget for TRAP prior to July 1<sup>st</sup> of each fiscal year.

#### **ARTICLE 6: PROJECT DIRECTOR**

- 6.1 The Project Director for TRAP shall be selected by the Regional Coordinator, after considering the recommendations of the CCJCC Executive Steering Committee. The Project Director shall be of senior law enforcement management rank that will provide a wide range of operational authority to TRAP.
- 6.2 The Project Director shall be responsible for planning, staffing, directing, organizing, coordinating, budgeting, auditing, and reporting all tasks, functions, and resources of TRAP.
- 6.3 The Project Director shall be responsible for resource allocations and day-to-day management of all TRAP assets. The re-deployment of personnel due to special events shall only be made with the approval of the Project Director after consultation with the requesting participating agency.
- 6.4 The Project Director shall prepare and submit to the Regional Coordinator and the CCJCC Executive Steering Committee the annual budget of TRAP for the next succeeding fiscal year in time for revision and adoption prior to July 1st of each fiscal year.
- 6.5 The Project Director shall perform all duties as set forth in this Article 6 (Project Director) and throughout this MOU.

## **ARTICLE 7: TERM AND TERMINATION OF MOU**

- 7.1 This term of this MOU shall commence upon execution of this MOU by the County of Los Angeles and not less than one other participating agency and shall continue indefinitely until terminated as provided herein.
- 7.2 This MOU may be terminated upon the mutual written consent of the participating agencies.
- 7.3 If fewer than two participating agencies remain active participants on TRAP, then this MOU shall terminate immediately.

## **ARTICLE 8: AMENDMENT OF MOU**

- 8.1 Any and all amendments to this MOU shall be in the form of a formal written amendment executed by authorized representatives of all participating agencies.
- 8.2 This MOU may only be amended upon recommendation by the Regional Coordinator, following consultation with, and agreement by, the CCJCC Executive Steering Committee and the CEO. All participating agencies will be notified of any proposed changes to this MOU.

## **ARTICLE 9: PARTICIPATING AGENCIES**

- 9.1 The participating agencies shall be those public agencies that have executed this MOU.
- 9.2 TRAP will be comprised of law enforcement and prosecutorial personnel from public agencies within Los Angeles County, including police officers, sheriff's deputies, California Highway Patrol investigators, and prosecutors.
- 9.3 TRAP may include, in a non-reimbursed capacity, agents from the Federal Bureau of Investigation, the National Insurance Crime Bureau, the United States Department of Homeland Security Customs Protection, the California Department of Motor Vehicles, and/or other concerned public agencies, at the discretion of the Project Director.

## **ARTICLE 10: TERMINATION OF PARTICIPATION BY PARTICIPATING AGENCY**

- 10.1 A participating agency's participation in TRAP shall commence upon execution of this MOU by the participating agency and shall continue until terminated by the participating agency in the manner provided below.
- 10.2 A participating agency may terminate its participation in TRAP by providing sixty (60) calendar days advance written notice to the Project Director. The sixty (60) day period will provide for the timely transfer of assignment and selection of replacement personnel.

## **ARTICLE 11: DISTRIBUTION OF ASSETS SEIZED**

- 11.1 TRAP, when developing case investigations, shall use both civil and criminal forfeiture statutes in the seizure of assets. State and federal asset seizure programs will be utilized by TRAP. It is agreed that the assets seized by TRAP will be used to enhance future TRAP operations. Individual seizures in excess of \$1,000,000 shall be reviewed by the CCJCC Executive Steering Committee for a recommendation to the Regional Coordinator on appropriate disbursement. In the event a decision is made to disburse any excess assets, such assets shall be divided based upon the following formula, developed by mutual consent of the participating agencies:
  - A. Seventy-five percent (75%) of the involved assets will be divided among the participating agencies. The formula for distribution shall be as follows:
    1. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles County Sheriff's Department
    2. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles Police Department
    3. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the other reimbursed participating agencies (with the exception of District Attorney's Office and California Highway Patrol who serve in an administrative capacity), disbursed through the Los Angeles County Police Chiefs' Association
  - B. Twenty-five percent (25%) of the involved assets shall be disbursed to the TRAP Program Operating Fund upon approval by the CCJCC Executive Steering Committee.
  - C. Disbursement will be calculated after administrative costs and federal and state costs have been deducted.

## **ARTICLE 12: PROGRAM FUNDING**

- 12.1 On September 6, 2013, Assembly Bill 767 was passed and signed into law by the California Legislature. The bill amended California Vehicle Code section 9250.14 to eliminate the sunset date and authorize the collection of Program funding indefinitely.

## **ARTICLE 13: DISPOSITION OF ASSETS UPON DISSOLUTION OF TRAP**

- 13.1 Upon the dissolution of TRAP, any assets acquired by TRAP during the period of operation and still on hand shall be distributed to participating agencies, on the basis of appraised value at the time of dissolution, based upon the following formula:
- A. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles County Sheriff's Department
  - B. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles Police Department
  - C. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the other reimbursed participating agencies, agencies (with the exception of District Attorney's Office and California Highway Patrol who serve in an administrative capacity), disbursed through the Los Angeles County Police Chiefs' Association

## **PART II OPERATIONAL STANDARDS, STRUCTURE, AND PERSONNEL**

### **ARTICLE 1: OPERATING STANDARDS**

- 1.1 All matters governing TRAP operating standards and procedures will be accomplished within constitutional guidelines, ensuring 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 2: STRUCTURE**

- 2.1 TRAP shall consist of three groups: the Headquarters Group, the Black Investigative Group, and the Gray Investigative Group.
- A. The Headquarters Group shall be responsible for the administrative operation of TRAP.
  - B. The Black Investigative Group shall be responsible for enforcement activities within specifically defined areas within Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated and unincorporated areas of the County and City of Los Angeles. The Black Investigative Group shall consist of the following three investigative teams:
    - 1. North Team
    - 2. West Team
    - 3. South Team
  - C. The Gray Investigative Group shall be responsible for enforcement activities within specifically defined areas within Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated and unincorporated areas of the County and City of Los Angeles. The Gray Investigative Group shall consist of the following three investigative teams:
    - 1. East Team
    - 2. Central Team
    - 3. South Bay Team
- 2.2 Team boundaries, which will be determined by the Project Director, shall not restrict or prohibit the necessary case follow up, investigation, or assistance by one team in any other team area.

- 2.3 Groups and teams shall be established in phases based on the receipt of necessary funding during the first year and at the direction of the Project Director.

### **ARTICLE 3: SUPERVISION**

- 3.1 Each investigative group shall be managed by an Area Lieutenant.
- 3.2 There shall be two (2) Area Lieutenants, one from the Los Angeles County Sheriff's Department and one from the Los Angeles Police Department, which shall be appointed by the respective participating agency.
- 3.3 Area Lieutenants shall be responsible for the leadership and management of the teams assigned to their respective investigative group.
- 3.4 Each regional team shall be supervised by a Team Supervisor of the rank of sergeant or supervisory detective.
- 3.5 Team Supervisors shall be selected by Area Lieutenants, in consultation with the Project Director, from candidates submitted by the involved participating agencies. Selections may involve an interview process and shall in all cases be in full compliance with prevailing participating agency procedures.
- 3.6 Team Supervisors shall be responsible for the supervision of personnel assigned to their respective teams, the vehicle theft issues in their area of responsibility, and the tasks assigned to their teams.
- 3.7 Participating agency personnel assigned to TRAP shall work full time under the direct daily supervision of Area Lieutenants and Team Supervisors. Area Lieutenants and Team Supervisors shall be under the supervision of the Project Director.
- 3.8 All participating agency personnel assigned to TRAP shall follow all policies, procedures, training, and tactical guidelines enacted for the Program. Should any of the aforementioned policies, procedures, or guidelines conflict with the policy, procedures, guidelines, training, or tactical guidelines of a participating agency, the participating agency's personnel shall immediately bring the conflict to the attention of a supervisor. The participating agency personnel shall abide by the directives of the participating agency until such conflict is resolved. The Project Director shall ensure that the appropriate action to resolve the conflict is initiated without delay.

### **ARTICLE 4: PERSONNEL SELECTION**

- 4.1 Participating agencies shall nominate experienced investigators and qualified investigative trainees for assignment to TRAP. All investigative positions shall be

filled by sworn personnel only. Final personnel selection decisions will be made by the Project Director, in consultation with the concerned participating agency heads. Selection may involve an interview process.

- 4.2 Participating agency representation on TRAP will be based on the agreed-upon funding levels and shall be as set forth in a separate Funding Agreement for Taskforce for Regional Autotheft Prevention, substantially similar to Exhibit A, Funding Agreement for Taskforce for Regional Autotheft Prevention, of this MOU, by and between the County of Los Angeles and the participating agency.
- 4.3 Based on the expertise required to conduct vehicle theft investigations, a one (1) year minimum assignment is strongly recommended for TRAP personnel. Nothing in this MOU prevents any assigned TRAP personnel from returning to his/her participating agency for any reason based on agreed upon procedures.
- 4.4 Personnel may be terminated from the Program and returned to their respective participating agencies for failure to adhere to Program policies and procedures, at the discretion of the Project Director, in consultation with concerned participating agency heads.
- 4.5 Personnel suffering injury or illness resulting in extended absence or light duty status may be evaluated and returned to the participating agency at the discretion of the Project Director, in consultation with concerned participating agency heads.

#### **ARTICLE 5: PROSECUTORIAL SUPPORT**

- 5.1 In support of TRAP's mission, the Los Angeles County District Attorney's Office will assign Deputy District Attorneys, Deputy District Attorneys In-Charge, and/or other agreed upon personnel to TRAP to advise, assist, and coordinate prosecutorial activity related to TRAP.
- 5.2 The District Attorney's Office's representation on TRAP will be based on the agreed-upon funding levels and shall be as set forth in a separate Funding Agreement for Taskforce for Regional Autotheft Prevention, substantially similar to Exhibit A, Funding Agreement for Regional Autotheft Prevention, of this MOU, by and between the Los Angeles County Sheriff's Department and the Los Angeles County District Attorney's Office. As necessary, prosecutorial participation will be evaluated and modified, if appropriate, based on work load and budget considerations.
- 5.3 TRAP personnel shall continue to have access to respective Branch Offices for prosecutorial support, at no additional cost to the Program.

## **ARTICLE 6: CASE PRIORITIZATION**

- 6.1 Case priorities will be determined by, but not limited to, the sophistication of the enterprise, community impact, personnel and/or equipment availability, and workable investigative leads.
- 6.2 It shall be the policy of the Program to respond to requests for case development assistance from participating agencies whose situation demands expertise or resources beyond their existing limitations, based on the availability and priorities of TRAP. If TRAP assistance is provided and TRAP becomes extensively involved in an ongoing investigation, TRAP may elect, by mutual agreement, to become the primary investigative unit on the case.
- 6.3 Proactive enforcement will be the primary activity of TRAP teams and will include suspect and location identification, investigation, report preparation, and suspect arrest and prosecution. All manner of vehicle theft will be targeted, but emphasis will be placed on professional, commercial auto theft operations.

## **ARTICLE 7: CRIME PREVENTION PROGRAM**

- 7.1 TRAP will coordinate a vehicle theft crime prevention program utilizing private sector support, community groups, and the media to inform and educate the citizens of Los Angeles County regarding the vehicle theft problem. The intent of the vehicle theft crime prevention program will be to enhance public awareness and encourage community participation to deter vehicle theft.
- 7.2 TRAP will share best practices for community outreach with law enforcement agencies, community based organizations, and the private sector to enhance awareness of current trends and deterrents.
- 7.3 TRAP will coordinate events, workshops, and seminars that bring together government and the community to create relationships and mutual understanding.

## **ARTICLE 8: VEHICLES**

- 8.1 TRAP will provide TRAP vehicles to participating agency personnel assigned to TRAP for use in carrying out TRAP-related activities.
- 8.2 Participating agencies shall provide and maintain automobile liability/hold harmless insurance coverage (or a program of self-insurance) associated with its personnel's temporary possession of, or use, of TRAP-provided vehicles in accordance with established participating agency policies and procedures.

## **ARTICLE 9: TRAINING**

- 9.1 All required participating agency training shall be attended by its personnel assigned to TRAP. A Team Supervisor shall be notified of scheduled training as soon as possible. If necessary, TRAP will schedule additional training for assigned personnel consistent with TRAP's stated mission and goals.

## **ARTICLE 10: EQUIPMENT**

- 10.1 TRAP will provide participating agency personnel with necessary TRAP assets, including supplies, investigative equipment, communication equipment, and technical equipment for all TRAP-related activities. Such assets, supplies, and equipment shall remain the property of TRAP and will be funded from the Program Operating Budget.

## **PART III ADMINISTRATIVE GUIDELINES**

### **ARTICLE 1: POLICY**

- 1.1 All participating agency personnel assigned to TRAP shall be expected to conform to their participating agency's policies, procedures, and tactical guidelines as well as any additional policies and procedures set forth by TRAP.

### **ARTICLE 2: REPORTING FORMAT**

- 2.1 Investigative reports shall be completed in a timely manner and shall describe TRAP activities fully, exactly, and plainly.
- 2.2 Copies of all case reports shall be kept in the respective team office under an in-house file number until completion of the case, at which time reports will be maintained in a centralized records retention file, managed by TRAP, pursuant to standardized document destruction procedures. Original copies of case reports shall be forwarded to the involved law enforcement agency for required distribution and record keeping.
- 2.3 Report forms used to document case activities shall be those used by the Los Angeles County Sheriff's Department.

### **ARTICLE 3: RELEASE OF INFORMATION**

- 3.1 Large scale investigations are sensitive. Protection of sources of information and managing information about areas of criminal activity are absolutely essential. Dissemination of information and reports will be done on a "need-to-know/right-to-know" basis in compliance with existing state and federal laws. Questions about the appropriateness of releasing case information will be referred to the Project Director, who will coordinate the dissemination of information.
- 3.2 TRAP 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 a TRAP investigation, or because it is legally privileged.
- 3.3 The Project Director shall be responsible for the dissemination or coordination of press releases. All participating agencies will be notified, time permitting, prior to any media releases. Notification will be made in all cases prior to any formal press briefing.

#### **ARTICLE 4: ACTIVITY REPORTS**

- 4.1 Team Supervisors shall prepare monthly activity reports detailing team activities for each Area Lieutenant. These activity reports shall be forwarded to the Project Director and shall serve as the basis for quarterly reports to the Sheriff and the CCJCC Executive Steering Committee.
- 4.2 The Project Director shall submit a quarterly operational report within fifteen (15) calendar days of the close of a calendar quarter. Copies of the quarterly report shall be forwarded to all participating agencies.

#### **ARTICLE 5: DOCUMENT SECURITY**

- 5.1 All TRAP reports and records shall be designated CONFIDENTIAL. This material shall be secured under lock and key when unattended.
- 5.2 Access to files shall be on a “need-to-know/right-to-know” basis.
- 5.3 Case files being actively worked will be kept under the direct control of TRAP until the investigation is concluded.
- 5.4 Cases with no workable leads, or cases that have not been worked after one (1) year will be handled pursuant to lawful standardized document destruction procedures.
- 5.5 At no time will official reports or evidence be kept or stored anywhere but the designated offices of TRAP or the evidence room or records section of the involved participating agency.
- 5.6 The management of information shall always be done in strict accordance with applicable local, state, and federal laws.
- 5.7 Monthly activity reports and other such similar TRAP materials are prepared specifically for TRAP, the participating agencies, and/or the CCJCC Executive Steering Committee and shall be considered and marked CONFIDENTIAL.

#### **ARTICLE 6: MULTI-AGENCY CONCERNS**

##### **6.1 Citizens Complaints**

- A. Any complaint from an individual alleging misconduct by personnel assigned to TRAP will be directed to the appropriate Area Lieutenant for immediate assignment and preliminary fact finding.

- B. The Area Lieutenant will immediately notify the Project Director. The Project Director will notify the concerned personnel's participating agency and provide them with all available information regarding the incident. Final determination of investigative responsibility will be made following discussion with the concerned participating agency. Disciplinary action will be recommended and approved solely by the concerned participating agency.

## 6.2 Employee Evaluations

- A. Area Lieutenants and Team Supervisors will assist appropriate participating agency supervisors in completing fair and objective evaluations for rating periods involving taskforce assignments. The participating agency's evaluation form will be used, and all final evaluations shall remain with the participating agency at all times.

## 6.3 On-Duty Traffic Collisions

- A. Non-Injury: If personnel assigned to TRAP are involved in a traffic collision while on-duty which does not result in injury or death, then the Area Lieutenant shall make the following notifications:

1. The Project Director
2. A supervisor from the involved personnel's participating agency
3. A supervisor from the law enforcement agency where the incident occurred

Appropriate reports will be completed in compliance with legal requirements and participating agency policy.

- B. Injury or Death: If personnel assigned to TRAP are involved in a traffic collision while on-duty which results in injury or death, then the Area Lieutenant shall make the following notifications:

1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Steering Committee
2. A supervisor from the involved personnel's participating agency
3. A supervisor from the law enforcement agency where the incident occurred
4. California Highway Patrol

Appropriate reports will be completed in compliance with legal requirements and participating agency policy.

#### 6.4 TRAP Personnel Injury

- A. When personnel assigned to TRAP are injured on-duty, the Area Lieutenant will notify the Project Director. An involved participating agency supervisor will be notified and procedures will be followed as required by the concerned participating agency. In case of an emergency, personnel assigned to TRAP will receive immediate medical attention in the most expedient manner. In order to assist the Area Lieutenant in ensuring that personnel injury is treated without delay, all personnel assigned to TRAP shall supply medical emergency notification information that will be maintained at the respective team office and the Headquarters Group office.

#### 6.5 Use of Force

- A. Use of force incidents will be reported as required by participating agency guidelines.
- B. Officer-involved-shooting incidents resulting in injury or death during the performance of TRAP duties will require the immediate notification by the Area Lieutenant to the following:
  - 1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Steering Committee
  - 2. A supervisor from the involved personnel's participating agency
  - 3. A supervisor from the law enforcement agency where the incident occurred
  - 4. LASD Homicide Bureau
  - 5. LAPD Robbery Homicide Officer Involved Shooting Team (LAPD involved cases only)
- C. Investigative and reporting responsibility will be determined following consultation with involved participating agency representatives and will be in compliance with all participating agency guidelines. Nothing in this MOU precludes concurrent investigations by involved agencies. The Los Angeles County District Attorney's rollout team will be notified if the participating agency of the involved personnel request it. Also, if there is a conflict between participating agency policies when multiple jurisdiction personnel are involved, then the Los Angeles County District Attorney's rollout team will be notified.
- D. Any non-hit shooting or accidental discharge shall immediately be reported to the Area Lieutenant for preliminary investigation. The Area Lieutenant will respond and notify the Project Director, who will notify the supervisor from the involved personnel's participating agency. Investigative and

reporting responsibility will be determined following consultation with the involved agency representatives and will be in compliance with all parent agency guidelines.

#### 6.6 Firearms

- A. Every investigator assigned to TRAP shall carry a firearm in accordance with his/her participating agency policies and procedures. Applicable participating agency policies concerning the use of firearms shall apply. Any firearms carried by personnel assigned to TRAP must be approved by the personnel's participating agency. Personnel assigned to TRAP shall comply with their respective participating agency firearms qualification requirements.

#### 6.7 Indemnification

- A. Each participating agency shall be solely liable for any and all damages resulting from the acts or omissions of its own employees, including those employees assigned to TRAP.
- B. Each participating agency shall indemnify, defend, and hold harmless each and every other participating agency from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney's fees and expert witness fees), arising from or connected with the indemnifying participating agency's acts and/or omissions, including the acts and omissions of the indemnifying participating agency's employees assigned to TRAP, arising from and/or relating to this MOU.

#### 6.8 Employee Benefits

- A. Each participating agency shall be responsible for any and all worker's compensation, sick, injured on duty, or similar benefits incurred by or due to its personnel assigned to TRAP.
- B. Any reimbursement for benefits shall be reimbursed to participating agencies as set forth in this MOU and in the separate Funding Agreement for Taskforce for Regional Autotheft Prevention between the County of Los Angeles and the participating agency.

#### 6.9 Governing Law, Jurisdiction, and Venue

- A. This MOU shall be governed by, and construed in accordance with, the laws of the State of California. Each participating agency agrees and consents

to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

6.10 Authorization Warranty

- A. Each participating agency represents and warrants that the person executing this MOU for the participating agency (and on behalf of the participating agency) is an authorized representative who has actual authority to bind the participating agency to each and every term, condition, and obligation of this MOU and that all requirements of the participating agency have been fulfilled to provide such actual authority.

## **PART IV FISCAL GUIDELINES**

### **ARTICLE 1: SOURCE OF FUNDING**

1.1 Revenue for TRAP is provided by statute pursuant to California Vehicle Code section 9250.14 (2018) ("Section 9250.14"). Section 9250.14 states:

(a) (1) In addition to any other fees specified in this code and the Revenue and Taxation Code, upon the adoption of a resolution by any county board of supervisors, a fee of one dollar (\$1) shall be paid at the time of registration or renewal of registration of every vehicle, except vehicles described in subdivision (a) of Section 5014.1, registered to an address within that county except those expressly exempted from payment of registration fees. The fees, after deduction of the administrative costs incurred by the department in carrying out this section, shall be paid quarterly to the Controller.

(2) (A) If a county has adopted a resolution to impose a one-dollar (\$1) fee pursuant to paragraph (1), the county may increase the fee specified in paragraph (1) to two dollars (\$2) in the same manner as the imposition of the initial fee pursuant to paragraph (1). The two dollars (\$2) shall be paid at the time of registration or renewal of registration of a vehicle, and quarterly to the Controller, as provided in paragraph (1).

(B) If a county has not adopted a resolution to impose a one-dollar (\$1) fee pursuant to paragraph (1), the county may instead adopt a fee of two dollars (\$2) in the manner prescribed in paragraph (1).

(C) A resolution to impose a fee of two dollars (\$2) pursuant to subparagraph (A) or (B) shall be submitted to the department at least six months prior to the operative date of the fee increase.

(3) In addition to the service fee imposed pursuant to paragraph (1), and upon the implementation of the permanent trailer identification plate program, and as part of the Commercial Vehicle Registration Act of 2001 (Chapter 861 of the Statutes of 2000), all commercial motor vehicles subject to Section 9400.1 registered to an owner with an address in the county that established a service authority under this section, shall pay an additional service fee of two dollars (\$2).

(4) (A) If a county imposes a service fee of two dollars (\$2) by adopting a resolution pursuant to subparagraph (A) or (B) of paragraph (2), the fee specified in paragraph (3) shall be increased

to four dollars (\$4). The four dollars (\$4) shall be paid at the time of registration or renewal of registration of a vehicle, and quarterly to the Controller as provided in paragraph (1).

(B) A resolution to increase the additional service fee from two dollars (\$2) to four dollars (\$4) pursuant to subparagraph (A) or (B) of paragraph (2) shall be submitted to the department at least six months prior to the operative date of the fee increase.

(b) Notwithstanding Section 13340 of the Government Code, the moneys paid to the Controller are continuously appropriated, without regard to fiscal years, for the administrative costs of the Controller, and for disbursement by the Controller to each county that has adopted a resolution pursuant to subdivision (a), based upon the number of vehicles registered, or whose registration is renewed, to an address within that county.

(c) Except as otherwise provided in this subdivision, moneys allocated to a county pursuant to subdivision (b) shall be expended exclusively to fund programs that enhance the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft crimes. In any county with a population of 250,000 or less, the moneys shall be expended exclusively for those vehicle theft crime programs and for the prosecution of crimes involving driving while under the influence of alcohol or drugs, or both, in violation of Section 23152 or 23153, or vehicular manslaughter in violation of Section 191.5 of the Penal Code or subdivision (c) of Section 192 of the Penal Code, or any combination of those crimes.

(d) The moneys collected pursuant to this section shall not be expended to offset a reduction in any other source of funds, nor for any purpose not authorized under this section.

- 1.2 Revenue may not be used to fund existing budgeted programs or personnel, and participating agencies may not charge any indirect costs for administration or implementation of this MOU.

## **ARTICLE 2: PROGRAM OPERATING FUND AND ADMINISTRATION**

- 2.1 Funding received by the County of Los Angeles pursuant to Section 9250.14 will be placed in a separate TRAP program operating fund, which will be overseen and administered by the Los Angeles County Sheriff's Department.
- 2.2 Funding in the TRAP program operating fund shall be utilized to fund TRAP expenses in accordance with the annual Program Operating Budget, approved and

adopted by the Regional Coordinator in consultation with CCJCC, in support of TRAP activities.

- 2.3 The day-to-day fiscal management, accounting, and record keeping for the TRAP program operating fund will be done by the Los Angeles County Sheriff's Department Fiscal Administration Bureau and the Project Director.
- 2.4 Participating agencies shall maintain current and accurate records of account of all obligations and expenditures for respective personnel assigned to TRAP.
- 2.5 Only basic salary, benefits, and approved overtime costs (at time and one half) will be reimbursed by TRAP.
- 2.6 Participating agencies seeking reimbursement for TRAP activities shall submit a detailed invoice/statement of expenses, in a format prescribed by the Project Director, to the Project Director no later than thirty (30) calendar days following the end of each quarter.
- 2.7 Upon approval by the Project Director, an invoice will be forwarded to the Los Angeles County Sheriff's Department Fiscal Administration Bureau for payment within thirty (30) calendar days.
- 2.8 Requisitions for materials and services related to TRAP must have the prior approval of the Project Director. Approved expenses will be forwarded to and paid by the Los Angeles County Sheriff's Department Fiscal Administration Bureau.

### **ARTICLE 3: FUNDING LEVELS**

- 3.1 The annual Program Operating Budget shall be allocated at the following levels:
  - A. Overhead costs: An amount not to exceed thirty-three and one-third percent (33⅓%) of the total annual Program Operating Budget shall be set aside to fund administrative and support costs associated with the Program, which include, but shall not be limited to, the following:
    1. Salaries, benefits, and approved overtime for non-investigative personnel, including District Attorney's Office prosecutorial support
    2. Salaries, benefits, and approved overtime for California Highway Patrol personnel
    3. Support staff equipment procurement
    4. Special fund expenditures pursuant to Article 4 (Special Funds) below

- B. Personnel costs: An amount not to exceed sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the total annual Program Operating Budget shall be set aside to fund field personnel costs associated with the Program, including salaries, benefits, and overtime.
1. Participating agencies shall assign personnel to TRAP in accordance with their respective Funding Agreement for Taskforce for Regional Autotheft Prevention. All personnel assigned to TRAP shall be paid directly by their respective participating agencies.
  2. Participating agencies shall be reimbursed for actual personnel salary, benefits, and approved overtime expenditures at the following funding/staffing levels:
    - a. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Los Angeles County Sheriff's Department
    - b. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Los Angeles Police Department
    - c. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Other reimbursed participating agencies
  3. Overtime will be eligible for reimbursement only if pre-approved by an Area Lieutenant.
    - a. All personnel shall, as required, be required to work beyond their normal work day or respond to call outs as deemed necessary by the Area Lieutenant or Team Supervisor.
- C. Any excess funds not expended from the overhead costs category may be diverted quarterly to the personnel costs category, at the discretion of the Project Director.
- D. The overhead costs funding levels may be adjusted by the Regional Coordinator, upon the recommendation of the Project Director, the CCJCC Executive Steering Committee, and the CEO.

#### **ARTICLE 4: SPECIAL FUNDS**

- 4.1 A special fund shall be established from the Program Operating Budget to which TRAP personnel may charge approved Special Expenditures, as defined below, which are necessary in the performance of the duties required herein.

- 4.2 Special Expenditures are expenditures by TRAP personnel incurred while working undercover or on surveillance, which must be directly related to informant fees and/or investigative expenses.
- 4.3 The Project Director shall maintain the special fund in the amount of \$10,000 at all times throughout the year.
- 4.4 All Special Expenditures shall have the prior approval of the Project Director.
- 4.5 A numbered receipt and ledger system requiring the signature of the Area Lieutenant and a Team Supervisor will be required for all approved Special Expenditures denoting the appropriate reason/justification for the Special Expenditure.

#### **ARTICLE 5: INVESTIGATION INTO MISSING FUNDING**

- 5.1 The Project Director shall immediately initiate an investigation if TRAP funding is discovered to be lost, stolen, or otherwise not accounted for or missing.

#### **ARTICLE 6: CREDIT CARDS**

- 6.1 The Project Director may apply for, receive, and authorize the use of credit cards for the sole purpose of conducting TRAP business.

**\* \* \* \* \*Signature page follows \* \* \* \* \***

**MEMORANDUM OF UNDERSTANDING  
FOR  
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

Los Angeles Port Police Authorization  
Authorization  
for Participation in TRAP

IN WITNESS WHEREOF, the City of Los Angeles Harbor Department has caused this MOU, dated January 1, 2018 for reference purposes only, to be executed by it's duly authorized representative, on the date written below.

Dated: \_\_\_\_\_, 2020

THE CITY OF LOS ANGELES,  
by its Board of Harbor Commissioners

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
THOMAS E. GAZSI  
Chief, Los Angeles Port Police

## **FUNDING AGREEMENT FOR TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

This Funding Agreement for the Taskforce for Regional Autotheft Prevention ("TRAP") is made and entered into by and between the Los Angeles Port Police ("Participating Agency") and the County of Los Angeles, by and through the Los Angeles County Sheriff's Department, on the dates written below.

- A. Whereas, the parties hereto have entered into the Memorandum of Understanding for Taskforce for Regional Autotheft Prevention, dated January 1, 2018 ("MOU"); and
- B. Whereas, the Sheriff of Los Angeles County serves as the Regional Coordinator for TRAP; and
- C. Whereas, the Los Angeles County Sheriff's Department administers the TRAP program operating fund and distributes TRAP funding in accordance with approved annual Program Operating Budget; and
- D. Whereas, pursuant to the MOU, the parties seek to document the Participating Agency's assignment of personnel to TRAP.
- E. Whereas, the Los Angeles Port Police is the primary provider of port security, marine policing, police patrol and response within the lands and waters of the Harbor District as defined by the Port of Los Angeles Tariff; and
- F. Whereas, the Los Angeles Port Police has the responsibility to make arrests and conduct investigations in or related to the Harbor District; and in fulfilling this responsibility has investigated hundreds of stolen and/or recovered vehicles in the past two years alone; and
- G. Whereas, the City of Los Angeles Harbor Department and its Los Angeles Port Police desire to participate in coordination of investigation and prosecutorial resources with other regional law enforcement agencies to address vehicle theft crimes. This will enhance the ability of the Port Police to effectively respond to vehicle theft crimes within the Harbor District, and to deter these crimes from occurring in the Harbor District.

Now, therefore, in consideration of the covenants and conditions herein contained, the parties do hereby agree as follows:

- 1. The Participating Agency shall assign \_\_\_\_1\_\_\_\_ investigator(s) to TRAP on a full-time basis.

2. Utilizing TRAP program funding, the County of Los Angeles shall reimburse the Participating Agency for actual investigator salary and benefits, including any approved overtime, incurred while performing TRAP duties in accordance with the approved annual TRAP Program Operating Budget.
3. The Participating Agency shall invoice the County of Los Angeles for reimbursement of TRAP investigator salaries and benefits on either a monthly or quarterly basis. All invoices shall be sent to TRAP as follows:

**Taskforce for Regional Autotheft Prevention  
1833 S. Mountain Avenue  
Monrovia, California 91016**

4. This Funding Agreement shall commence upon execution by both parties and shall continue for a period not to exceed three (3) years or upon earlier termination as provided herein.
5. If the Los Angeles Port Police terminates its participation in TRAP in accordance with the requirements of the MOU, this Funding Agreement shall automatically terminate concurrently with the Los Angeles Port Police's termination of participation in TRAP.
6. In the event of unforeseen circumstances, lack of available funding, or disaster, this Funding Agreement may be terminated by either party, in writing, at any time, with or without advance written notice to the other party.
7. All changes, modifications, or amendments to this Funding Agreement must be in the form of a written amendment duly executed by authorized personnel of the County of Los Angeles and the Los Angeles Port Police.
8. Neither party shall assign any right or delegate any duty under this Funding Agreement.
9. The Los Angeles Port Police shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Los Angeles Port Police's acts and/or omissions arising from and/or relating to this Funding Agreement.
10. The County of Los Angeles shall indemnify, defend, and hold harmless the Los Angeles Port Police, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and

expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles' acts and/or omissions arising from and/or relating to this Funding Agreement.

11. The Participating Agency contact for this Funding Agreement shall be:

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12. The Los Angeles Port Police represents and warrants that the person executing this Funding Agreement for the Los Angeles Port Police is an authorized agent who has actual authority to bind the Los Angeles Port Police to each and every term, condition, and obligation of this Funding Agreement and that all requirements of the Los Angeles Port Police have been fulfilled to provide such actual authority.

**FUNDING AGREEMENT  
FOR  
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

IN WITNESS WHEREOF, the parties have caused this Funding Agreement to be executed by their duly authorized representatives on the dates written below.

**THE CITY OF LOS ANGELES,  
by its Board of Harbor Commissioners**

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Eugene D. Seroka  
Executive Director

By \_\_\_\_\_  
Alex Villanueva, Sheriff

Attest: \_\_\_\_\_  
Amber M. Klesges  
Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Los Angeles Port Police  
425 South Palos Verdes Street  
San Pedro, CA 90731

Sheriff's Department  
211 West Temple Street  
Los Angeles, CA 90012