29363

MEMORANDUM OF UNDERSTANDING

TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION

TRAP

MEMORANDUM OF UNDERSTANDING

PART I

BACKGROUND, MISSION STATEMENT, AND MANAGEMENT STRUCTURE

ARTICLE 1: TASK FORCE ESTABLISHED

On July 28, 1992 the Los Angeles County Board of Supervisors implemented by Resolution, Vehicle Code Section 9250.14 (SB 2139) in Los Angeles County, to impose an additional one dollar vehicle registration fee on vehicles registered in the County. The revenue generated is designated for use in the deterrence, investigation, and prosecution of vehicle theft in Los Angeles County. The Sheriff, as Regional Coordinator in this effort, with the Chief Administrative Officer (CAO), in conjunction with the Countywide Criminal Justice Coordination Committee (CCJCC) has developed a consolidated vehicle theft curtailment program to integrate resources against vehicle theft.

On April 12, 2004, Assembly Bill 1663 was passed and signed into law. This bill extends the provisions of Vehicle Code Section 9250.14 until January 1, 2010

The undersigned 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 Agreement shall become effective when signed and executed by the Regional Coordinator and the other respective participating member agencies.

ARTICLE 2: PROGRAM NAME

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

ARTICLE 3: MISSION STATEMENT

The mission of the "Taskforce for Regional Autotheft Prevention" (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.

3.1: 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.

3.2: 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.

3.3: TRAP will provide training and expertise for participating agencies throughout Los Angeles County.

3.4: TRAP will seek input and solicit cooperation from the private sector to coordinate a public deterrence program.

ARTICLE 4: THE BOARD OF ADVISORS

In keeping with the multi-agency concept of this Program, the Countywide Criminal Justice Coordination Committee, (CCJCC), through its Executive Steering Committee, will act as the Board of Advisors for TRAP and will be responsible for advising the Los Angeles County Sheriff on policy and overall strategy for the Program.

ARTICLE 5: THE REGIONAL COORDINATOR

The Sheriff shall administer the policy, procedures and affairs of TRAP, subject to the recommendations of the CAO and the CCJCC, through its Executive Steering Committee.

5.1: The Sheriff shall direct the Project Director to purchase/lease equipment,

ARTICLE 5: LOSS OF MONIES

In the event monies are lost, stolen, or otherwise not accounted for, the Project Director will immediately initiate an investigation.

ARTICLE 6: CREDIT CARDS

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

ARTICLE 7: FUND ADMINISTRATION

The fund will be administered by the Los Angeles County Sheriff's Fiscal Services Office.

7.1: Day to day fiscal management, accounting, and record keeping will be done by the Sheriff's Department Fiscal Services Office and the Project Director.

7.2: Participating agencies shall maintain current and accurate records of account of all obligations and expenditures for respective assigned personnel.
Agencies seeking reimbursement for TRAP activities shall submit a detailed statement of expenses in a prescribed format to the Project Director within 30 days following the end of each quarter. Only basic salary, benefit and related overtime costs (at time and one half) will be reimbursed by TRAP. Upon approval by the Project Director, a claim for reimbursement will be forwarded to the Los Angeles County Sheriff's Fiscal Services Office for payment within 30 days. 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 Fiscal Services Office.

THIS AGREEMENT, made and entered into this 24th day of October, 2005, by and between the **City of Long Beach Police Department**, hereafter called **LBPD**, and the Taskforce for Regional Autotheft Prevention, hereinafter called **TRAP**.

TRAP will reimburse the LBPD for salary and benefits for one (1) Sergeant and one (1) Investigator, on a full time basis, including overtime incurred during participation in the Taskforce.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, TRAP and the LBPD do hereby agree as follows:

1. LBPD agrees to assign one (1) Sergeant and one (1) Investigator to TRAP.

2. The LBPD Contact Coordinator will be Detective Division Commander

3. Should the LBPD desire to terminate its participation in the Task force, notification in writing to the Project Director is required. The termination shall be deemed to take effect not less than sixty (60) days after the receipt of written notification.

4. This agreement may be amended by written mutual consent of both parties hereto.

5. The LBPD agrees to invoice TRAP on a monthly or quarterly basis. The LBPD, Accounting Section, will send all invoices to:

TRAP
9040 Telstar, Suite 115
El Monte, CA 91731

6. In the event of unforseen emergency or disaster, this agreement may be canceled by either party without prior written notice.

CITY OF LONG BEACH

Date: 10/3/05

Gerald R. Miller, City Manager

APPROVED AS TO FORM
Office of the County Counsel

Principal County Counsel

COUNTY OF LOS ANGELES
Sheriff's Department

Date: 10-24-05

LEROY D. BACA
SHERIFF

County of Los Angeles
Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754

APPROVED AS TO FORM
9/27, 2005
ROBERT E. SHANNON, City Attorney
By
DEPUTY CITY ATTORNEY