



AGENDA REPORT

Meeting Date: December 20, 2016
Item Number: D-9
To: Honorable Mayor & City Council
From: Sandra Spagnoli, Chief of Police
Subject: RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING THE TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION (TRAP) MEMORANDUM OF UNDERSTANDING; AND AUTHORIZING THE CITY'S MEMBERSHIP IN TRAP

Attachments:

1. Resolution
2. TRAP Memorandum of Understanding
3. LA Times Article-A "mystery device" is letting thieves break into cars and drive off with them, insurance group says

RECOMMENDATION

Staff recommends that City Council (1) adopt the resolution approving the Taskforce For Regional Autotheft Prevention (TRAP) MOU; and 2) authorize the City's membership in the TRAP taskforce.

INTRODUCTION

Originally established in 1993, the Taskforce for Regional Autotheft Prevention (TRAP) is a compilation of numerous local Law Enforcement agencies in Los Angeles County whose primary focus is to investigate major crimes, with an emphasis on dismantling mid to major auto theft organizations.

The Taskforce for Regional Autotheft Prevention (TRAP) is Los Angeles County's regional, multi-jurisdictional, multi-agency taskforce that investigates, prosecutes and deters vehicle theft and vehicle fraud on a coordinated and cooperative basis. It is authorized by the Los Angeles County Board of Supervisors, and administered through the Countywide Criminal Justice Coordinating Committee with cooperation from the Los Angeles County Chiefs of Police. TRAP has been highly successful in combating vehicle theft and vehicle fraud by focusing on organized rings and illegal business operations as

well as the needs of the participating cities. The task force is known for its surveillance capabilities and possesses the most extensive surveillance resources in California.

The mission of TRAP is to reduce the incidents of auto theft, increase the recovery rate of stolen automobiles, identify trends and patterns of vehicle theft, provide training and expertise to participating law enforcement agencies, and coordinate a deterrence program with the private sector.

There are currently 51 investigators and 20 support staff for TRAP. The Task Force consists of representatives from various law enforcement agencies from throughout the County, and partnerships have been formed with other government and private organizations.

Since its inception in 1993, TRAP has recovered more than \$445,000,000 in stolen vehicles and parts; and TRAP detectives have been responsible for 10,352 arrests made, 3,067 warrants served, 5,283 inspections conducted, and 25,410 vehicles recovered. The value of the recoveries is now over 230 million dollars.

DISCUSSION

The Police Department intends to assign one officer or detective to the TRAP Task Force on a full-time basis*. This officer will act in an investigatory capacity while on the task force and will be supervised on a day-to-day basis by a Task Force supervisor. However, he will remain functionally supervised and responsible to a BHPD lieutenant who is not assigned to the Task Force.

Auto thefts and related crimes are on the rise. Criminals continue to get more sophisticated in their tactics as evidenced in a recent report from the National Insurance Crime Bureau (see attached LA Times article). Participation in this regional task force will provide the City with a diverse range of investigative and enforcement options. It will provide access to resources and/or personnel from the Task Force and participating agencies to prevent or address criminal activity primarily but not exclusively related to auto thefts. This will serve to act as a force multiplier in our continuing efforts to provide superior law enforcement services to our community. In addition, our participation will provide valuable networking opportunities with other local, state and federal law enforcement agencies thereby allowing us to take a greater regional approach to our crime prevention and enforcement efforts.

Joining the task force will serve to act as a force multiplier for the Police Department, thereby providing manpower and resources not currently available to the City. In addition some benefits of membership include:

- Auto theft specific issues are addressed within Beverly Hills by TRAP investigators.
- Assistance with other emergency situations (i.e. surveillance assistance in emergencies, loan of equipment like tracking devices, investigative assistance and expertise).
- Provide regular auto theft training for officers at Beverly Hills Police Department.
- Provides a career enhancement for detectives/officers at BHPD. When they return, they possess countless skills (investigative, surveillance, etc.).

*Position will be filled with over hire as indicated in fiscal impact section of the report.

FISCAL IMPACT

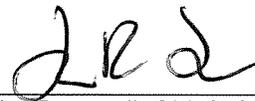
TRAP traditionally has been funded by a one-dollar fee on all registered vehicles in Los Angeles County. Recently that funding stream has doubled due to new legislation (based on a DMV assessment fee with no sunset clause).

There is no cost to the City. For the duration of the officer or detective's loan (usually three years, but participation may be discontinued at any time), his/her salary, benefits and overtime costs are paid for by TRAP. Additionally, TRAP provides the detective/officer an unmarked vehicle and pays for all maintenance and other costs associated with the vehicle. The City submits a monthly reimbursement request to TRAP for salary, benefits and overtime incurred.

During the time the officer is on loan to TRAP, the Police Department requests to over-hire by one officer to fill the position vacancy created by our participation in TRAP. The over-hire position will be funded by salary savings from the officer assigned to TRAP. At the termination of our participation, the over-hire position will be eliminated through normal attrition.



Don Rhoads, Director of Admin Services
Finance Approval



Sandra Spagnoli, Chief of Police
Police Approval

Attachment 1

RESOLUTION NO. 16-R-

**RESOLUTION OF THE COUNCIL OF THE CITY OF
BEVERLY HILLS APPROVING THE TASKFORCE FOR
REGIONAL AUTOTHEFT PREVENTION (TRAP)
MEMORANDUM OF UNDERSTANDING; AND
AUTHORIZING THE CITY'S MEMBERSHIP IN TRAP**

WHEREAS, the Taskforce for Regional Autotheft Prevention ("TRAP") is a compilation of numerous local law enforcement agencies in Los Angeles County whose primary focus is to investigate major crimes, with an emphasis on dismantling auto theft organizations.

WHEREAS, TRAP is authorized by the Los Angeles County Board of Supervisors, and administered through the Countywide Criminal Justice Coordinating Committee with cooperation from the Los Angeles County Chiefs of Police.

WHEREAS, TRAP has been highly successful in combating vehicle theft and vehicle fraud by focusing on organized rings and illegal business operations as well as the needs of the participating cities. The task force is known for its surveillance capabilities and possesses the most extensive surveillance resources in California.

WHEREAS, the mission of TRAP is to reduce the incidents of auto theft, increase the recovery rate of stolen automobiles, identify trends and patterns of vehicle theft, provide training and expertise to participating law enforcement agencies, and coordinate a deterrence program with the private sector.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

Section 1. The City of Beverly Hills' participation and membership in TRAP is hereby authorized.

Section 2. The TRAP Memorandum of Understanding is hereby approved.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City

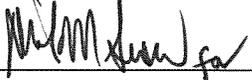
Adopted: _____, 2016

JOHN A. MIRISCH
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



SANDRA SPAGNOLI
Chief of Police

Attachment 2

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

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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 (C.A.O.), in conjunction with the Countywide Criminal Justice Coordination Committee (C.C.J.C.C.) has developed a consolidated vehicle theft curtailment program to integrate resources against vehicle theft.

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" (T.R.A.P.).

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ARTICLE 3: MISSION STATEMENT

The mission of the "Taskforce for Regional Autotheft Prevention" (T.R.A.P.) 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:** T.R.A.P. 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:** T.R.A.P. 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:** T.R.A.P. will provide training and expertise for participating agencies throughout Los Angeles County.
- 3.4:** T.R.A.P. 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, (C.C.J.C.C.), through its Executive Steering Committee, will act as the Board of Advisors for T.R.A.P. 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 T.R.A.P., subject to the recommendations of the C.A.O. and the C.C.J.C.C., through its Executive Steering Committee.

- 5.1:** The Sheriff shall direct the Project Director to purchase/lease equipment, assets, office space, and resources to support the investigative, prosecutorial, and deterrence functions of the Program.
- 5.2:** The Sheriff shall ensure that accurate books of account, showing in detail all financial transactions relating to T.R.A.P., including all costs, expenses or charges paid, are maintained.
- 5.3:** All books and records shall be open to inspection at all times during normal business hours by any authorized representative of participating agencies.
- 5.4:** The Sheriff shall direct the Project Director to cause the books of account and other financial records to be audited annually.
- 5.5:** The Project Director shall prepare and submit to the Sheriff and the C.C.J.C.C. Executive Steering Committee in time for revision and adoption by it, prior to July 1st of each fiscal year, the annual budget of T.R.A.P. for the next succeeding fiscal year.

ARTICLE 6: THE PROJECT DIRECTOR

The Project Director will be selected by the Sheriff, after considering the recommendations of the C.C.J.C.C. Executive Steering Committee, and shall be of senior law enforcement management rank that will provide a wide range of operational authority to T.R.A.P.

- 6.1:** The Project Director is responsible for planning, staffing, directing, organizing, coordinating, budgeting, auditing, and reporting all tasks, functions, and resources of T.R.A.P.

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ARTICLE 7: AMENDING THE MEMORANDUM OF UNDERSTANDING

The M.O.U. may only be amended upon recommendation by the Sheriff, following consultation with, and agreement by, the C.C.J.C.C. Executive Steering Committee and the C.A.O. All participants will be notified immediately of any proposed changes to this M.O.U.

ARTICLE 8: PARTICIPANTS

T.R.A.P. will be comprised of law enforcement personnel from Los Angeles County including Police Officers, Sheriff's Deputies, C.H.P. Investigators, and Prosecutors and may include, in a non-reimbursed capacity, agents from the F.B.I., the National Insurance Crime Bureau, U.S. Customs, the Department of Motor Vehicles and/or other concerned agencies, at the discretion of the Project Director.

ARTICLE 9: TERMINATION OF PARTICIPATION

Participation in T.R.A.P. by a participating agency shall continue until termination in the manner hereafter provided.

- 9.1:** Termination shall become effective 60 days following the giving of written notice of termination of participation by the participating agency to the Project Director. This 60 day period will provide for the timely transfer of assignment and selection of replacement personnel.

ARTICLE 10: DISTRIBUTION OF ASSETS SEIZED

T.R.A.P., 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 T.R.A.P. It is agreed that the assets seized by T.R.A.P. will be used to enhance future T.R.A.P. operations. Individual seizures in excess of \$1,000,000 shall be reviewed by the C.C.J.C.C. Executive Steering Committee for a recommendation to the Sheriff on appropriate disbursement. In the event a decision is made to disburse any excess assets, they shall be divided based on the following formula, developed by mutual consent:

- 10.1:** It is agreed that 75% of the involved assets will be divided among the participating member agencies.

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- 10.1a** The formula for distribution will be 33% for L.A.S.D., 33% for L.A.P.D., and 33% for other involved agencies, disbursed through the Los Angeles County Police Chiefs' Association.
- 10.2:** The remaining assets, (25%) shall be disbursed to the T.R.A.P. Program Operating Fund upon approval by the C.C.J.C.C. Executive Steering Committee.
- 10.3:** Disbursement will be calculated after administrative costs and federal and state costs have been deducted.

ARTICLE 11: TERMINATION DATE

On September 6, 2013, California State Legislature approved Assembly Bill 767, which amended section 9250.14 of the Vehicle Code terminating the sunset clause and making these provisions operative indefinitely.

ARTICLE 12: DISPOSITION OF ASSETS UPON DISSOLVEMENT OF TRAP

Upon the dissolution of T.R.A.P., any assets acquired by T.R.A.P. 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 on the following formula:

- 12.1:** Los Angeles County Sheriff's Department, 33%.
- 12.2:** Los Angeles Police Department, 33%.
- 12.3:** Other Participating Agencies, 33%.
- 12.4:** Operation and maintenance of the Auto Theft Information Network (A.T.I.N.), shall remain with the Los Angeles County Sheriff's Department.

PART II

OPERATIONAL STANDARDS, STRUCTURE, AND PERSONNEL

ARTICLE 1: OPERATING STANDARDS

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

ARTICLE 2: STRUCTURE

T.R.A.P. will consist of three Groups: the Headquarters Group, the West Investigative Group, and the East Investigative Group.

- 2.1:** The Headquarters Group shall be responsible for the administrative operation of the T.R.A.P. program including the Auto Theft Information Network (A.T.I.N.).

- 2.2:** The West Investigative Group shall be responsible for enforcement activities within specifically defined areas in the western portion of Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated areas of the City of Los Angeles. The West Investigative Group will consist of two investigative teams as follows:
 - 2.2a** South Team
 - 2.2b** West Team

- 2.3:** The East Investigative Group shall be responsible for enforcement activities within specifically defined areas in the eastern portion of Los Angeles County. Boundaries shall be determined by the Project Director and shall include the area of the County north of the northern most boundary of the City of Los Angeles. The East Investigative Group will consist of two investigative teams as follows:

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- 2.3a** North Team
- 2.3b** San Gabriel Valley Team
- 2.4:** 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.
- 2.5:** Groups and Teams will 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

Each Investigative Group will be managed by an Area Lieutenant. Each regional team will be supervised by a supervisor of the rank of sergeant or supervisory detective.

- 3.1:** The Area Lieutenants, one L.A.S.D. and one L.A.P.D., will be appointed by the respective parent agency. Team Supervisors will be selected by Area Lieutenants, in consultation with the Project Director, from candidates submitted by the involved parent agencies. Selections may involve an interview process and will in all cases be in full compliance with prevailing parent agency procedures.
- 3.2:** Area Lieutenants are responsible for the leadership and management of the teams assigned to their respective Groups.
- 3.3:** Team Supervisors are 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.
- 3.4:** Officers assigned to T.R.A.P. will work full time under the direct daily supervision of Area Lieutenants and Team Supervisors. Area Lieutenants and Team Supervisors will be under the supervision of the Project Director and all members will follow the policies, procedures, and guidelines enacted for the Program.

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Should any of the aforementioned policies, procedures, or guidelines conflict with the policy, procedures, guidelines, training or tactical guidelines of a participating parent agency, the individual member will immediately bring the conflict to the attention of a supervisor. The individual member shall abide by the directives of the parent 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

Participating agencies shall nominate experienced investigators and qualified investigative trainees for assignment to T.R.A.P. 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 agency heads. Selection may involve an interview process.

- 4.1:** Agency representation will be based on agreed upon funding levels.
- 4.2:** Based on the expertise required to conduct vehicle theft investigations, a one year minimum assignment is strongly recommended for T.R.A.P. personnel. Nothing in this agreement prevents an individual from returning to the parent agency for any reason based on agreed upon procedures.
- 4.2a** Personnel may be terminated from the Program and returned to their respective parent agencies for failure to adhere to Program policies and procedures, at the discretion of the Project Director, in consultation with concerned agency heads.
- 4.2b** Personnel suffering injury or illness resulting in extended absence or light duty status may be evaluated and returned to the parent agency at the discretion of the Project Director, in consultation with concerned agency heads.

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ARTICLE 5: PROSECUTORIAL SUPPORT

At the inception of T.R.A.P., a Deputy District Attorney will be assigned to advise, assist, and coordinate prosecutorial activity.

These positions will be fully reimbursed by the Program. T.R.A.P. officers will continue to have access to respective Branch Offices for prosecutorial support, at no additional cost to the Program. During subsequent years of operation, prosecutorial participation will be evaluated and modified, if appropriate, based on work load and budget considerations.

ARTICLE 6: CASE PRIORITIZATION

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.

6.1: It shall be the policy of the Program to respond to requests for case development assistance from member agencies whose situation demands expertise or resources beyond their existing limitations, based on the availability and priorities of T.R.A.P. If T.R.A.P. assistance is provided and T.R.A.P. becomes extensively involved in an ongoing investigation, T.R.A.P. may elect, by mutual agreement, to become the primary investigative unit on the case.

6.2: Proactive enforcement will be the primary activity of T.R.A.P. 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: AUTO THEFT INFORMATION NETWORK (A.T.I.N.)

T.R.A.P. will develop a computerized, centralized, one stop vehicle theft incident and criminal history information center with crime analysis capability for use by law enforcement agencies.

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ARTICLE 8: CRIME PREVENTION

T.R.A.P. will coordinate a vehicle theft 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 this program will be to enhance public awareness and encourage community participation to deter vehicle theft.

PART III

ADMINISTRATIVE GUIDELINES

ARTICLE 1: POLICY

All members of T.R.A.P. will be expected to conform to their parent agency's policies, procedures, and tactical guidelines as well as any additional policies and procedures set forth by T.R.A.P.

ARTICLE 2: REPORTING FORMAT

Investigative reports will be completed in a timely manner and will describe activities fully, exactly and plainly. Copies of all case reports will 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 T.R.A.P., pursuant to standardized document destruction procedures. Original copies of case reports will be forwarded to the involved parent law enforcement agency for required distribution and record keeping. All appropriate information will be entered into the A.T.I.N. system.

- 2.1:** Report forms used to document case activities will be those employed by the Los Angeles County Sheriff's Department.

ARTICLE 3: RELEASE OF INFORMATION

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.

- 3.1:** T.R.A.P. 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 T.R.A.P. investigation, or because it is legally privileged.

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- 3.2:** The Project Director is 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 REPORT

Team Supervisors will prepare monthly activities reports detailing team activities for each Area Lieutenant. These activities reports will be forwarded to the Project Director and will serve as the basis for quarterly reports to the Sheriff and the C.C.J.C.C. Executive Steering Committee. The Project Director will submit a quarterly operational report within 15 days of the close of a calendar quarter. Copies of the quarterly report will be forwarded to all participating agencies.

ARTICLE 5: DOCUMENT SECURITY

All reports and records will be designated CONFIDENTIAL. This material will be secured under lock and key when unattended. Access to files will be on a "need-to-know/right-to-know" basis. Case files being actively worked will be kept under the direct control of T.R.A.P. until the investigation is concluded. Cases with no workable leads, or cases that have not been worked after one year will be handled pursuant to lawful standardized document destruction procedures. At no time will official reports or evidence be kept or stored anywhere but the designated offices of T.R.A.P. or the evidence room or records section of the involved parent agency. The management of information will always be done in strict accordance with applicable local, state, and federal laws.

- 5.1:** Monthly Activities Reports and other such similar T.R.A.P. materials are prepared specifically for the members of the C.C.J.C.C. Executive Steering Committee and shall be considered and marked CONFIDENTIAL.

ARTICLE 6: MULTI-AGENCY CONCERNS

6.1: **Citizen Complaints**

Any complaint from an individual alleging misconduct by personnel of T.R.A.P. will be directed to the appropriate Area Lieutenant for immediate assignment and preliminary fact finding.

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

6.2: Employee Evaluation

Area Lieutenants and Team Supervisors will assist appropriate parent agency supervisors in completing fair and objective evaluations for rating periods involving taskforce assignments. The parent agency evaluation form will be used.

6.3: On-Duty Traffic Collisions

6.3a Non-Injury

If a T.R.A.P. officer is involved in a traffic collision while on-duty NOT resulting in injury or death, the Area Lieutenant shall make the following notifications;

1. The Project Director
2. A supervisor from the involved officer's parent agency
3. A supervisor from the policing agency where the incident occurred.

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

6.3b Injury or Death

If a T.R.A.P. officer is involved in a traffic collision while on-duty which results in injury or death the Area Lieutenant shall make the following notifications:

1. The Project Director who will immediately notify the Sheriff and the Chairperson of the C.C.J.C.C. Executive Steering Committee
2. A supervisor from the involved officer's parent agency.

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3. A supervisor from the policing agency where the incident occurred.
4. The California Highway Patrol.

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

- 6.4:** When a T.R.A.P. officer is injured on-duty, the Area Lieutenant will notify the Project Director. An involved parent agency supervisor will be notified and procedures will be followed as required by the concerned parent agency. In case of an emergency, the officer will receive immediate medical attention in the most expedient manner. In order to assist the Area Lieutenant in ensuring an officer's injury is treated without delay, every officer assigned to T.R.A.P. will supply a supervisor with medical emergency notification information that will be maintained at the respective team office and T.R.A.P. Headquarters office.
- 6.5:** Use of Force incidents will be reported as required by parent agency guidelines.
- 6.5a** Officer involved shooting incidents resulting in injury or death during the performance of duty, will require the immediate notification of the following:
1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the C.C.J.C.C. Executive Committee.
 2. A supervisor from the involved officer's parent agency.
 3. A supervisor from the agency in which the incident took place.
 4. The L.A.S.D. Homicide Bureau.
 5. The L.A.P.D. Robbery Homicide Officer Involved Shooting Team for L.A.P.D. involved cases.
- 6.5b I** Investigative and reporting responsibility will be determined following consultation with involved agency representatives and will be in compliance with all parent agency guidelines. Nothing in this agreement precludes concurrent investigations by involved agencies.

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The District Attorney's rollout team will be notified if the parent agency of the involved officer requests it. If there is a conflict between parent agency policies when multiple jurisdiction officers are involved, the District Attorney's rollout team will be notified.

- 6.5c** 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 officer's parent 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:** Every officer assigned to T.R.A.P. will carry a firearm in accordance with his/her department policies and procedures. Applicable parent agency policies concerning the use of firearms shall apply. Any firearms carried by T.R.A.P. officers must be approved by the concerned parent agency. T.R.A.P. officers shall comply with their respective parent agency firearms qualification requirements.

- 6.7:** Each member agency shall be solely liable for any and all damages, including attorney's fees, resulting from the acts or omissions of its own employees, including those employee of or assigned to T.R.A.P., and shall indemnify and hold harmless each other member agency for said acts and omissions.

- 6.8:** Each agency is responsible for any worker compensation, sick, injured on duty, or similar benefits incurred by or due its employees.

ARTICLE 7: TRAINING

All required parent agency training shall be attended by assigned personnel. A Team Supervisor shall be notified of scheduled training as soon as possible. T.R.A.P. will schedule additional training consistent with T.R.A.P.'s stated mission and goals.

PART IV FISCAL GUIDELINES

ARTICLE 1: SOURCE OF FUNDING

Revenue for T.R.A.P. as outlined in the following sections from Vehicle Code Section 9250.14, (AB 286):

9250.14. (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) In addition to the one dollar (\$1) service fee, and upon the implementation of the permanent trailer identification plate program, and as part of the Commercial Vehicle Registration Act of 2001, 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).

(b) Notwithstanding Section 13340 of the Government Code, the money paid to the Controller is 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, money 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 money 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 or subdivision (c) of Section 192 of the Penal Code, or any combination of those crimes. There will be no personnel or equipment costs to participating agencies. 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 agreement.

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ARTICLE 2: PROGRAM OPERATING FUND

Monies will be received by the County of Los Angeles and placed in a single County fund, overseen by the Sheriff, as a Program Operating Budget. Participating agency personnel will be provided with necessary assets, supplies, and equipment, including vehicles, communication equipment and technical tools from the Program Operating Budget.

ARTICLE 3: FUNDING LEVELS

Funding for operating costs will be made from the Program Operating Budget at the following levels:

3.1: Overhead costs not to exceed 33% of the total Program Operating Budget shall be set aside to fund administrative and support costs associated with the Program which include the following:

3.1a Any salaries for non-investigative personnel

3.1b C.H.P. salary, benefits and equipment (one per team)

3.1c Support staff equipment procurement

3.1d The creation of an Auto Theft Information Network (A.T.I.N.), centralized computerized system.

3.2: Participating agencies agree to assign personnel to T.R.A.P. All personnel assigned to T.R.A.P. will be paid by their respective agencies.

Expenditures for task force field personnel, including salary, benefits, overtime and equipment will be funded from the remaining 66% of the Program Operating Budget. Salary, benefits and overtime expenditures will be reimbursed to participating agencies at the following funding/staffing levels:

3.2a Los Angeles County Sheriff's Department, 33%.

3.2b Los Angeles Police Department, 33%.

3.2c Other Participating Agencies, 33%.

3.3: All overtime will be reimbursed from the Program Operating Budget.

3.3a No overtime will be allowed unless by prior approval of an Area Lieutenant.

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- 3.3b** All personnel will, as required, work beyond their normal work day or respond to call outs as deemed necessary by the Area Lieutenant or Team Supervisor.
- 3.4:** T.R.A.P. will provide vehicles to assigned personnel. Involved parent agencies agree to provide liability/hold harmless coverage pursuant to established parent agency procedures.
- 3.5:** Any excess funds not expended from the administrative and support costs may be diverted to the personnel costs, quarterly, at the discretion of the Project Director.
- 3.6:** The administrative and support funding levels may be adjusted by the Sheriff, upon recommendation of the Project Director, the C.C.J.C.C. Executive Steering Committee, and the C.A.O.
- 3.7:** The Project Director shall prepare a quarterly report which describes revenues and expenditures for the prior quarter as well as year to date. The report shall include administrative, payroll, overtime, investigative, and equipment expenditures.

ARTICLE 4: SPECIAL FUNDS

A special fund shall be established, to which members of T.R.A.P. may charge expenditures as necessary in the performance of the duties of the Program.

Special funds expenditures are those authorized expenditures by T.R.A.P. personnel incurred while working undercover or on surveillance and must be directly related to program maintenance, and/or investigative expenses. The Project Director shall maintain this fund in the amount of \$10,000 through the year. Expenditures shall have the prior approval of the Project Director. A numbered receipt and ledger system requiring the signature of the Area Lieutenant and a Team Supervisor will be required for all expenditures denoting the appropriate reason for the expenditure.

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.

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ARTICLE 6: CREDIT CARDS

The Project Director may apply for, receive, and authorize the use of credit cards for the sole purpose of conducting T.R.A.P. 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 T.R.A.P. 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 T.R.A.P. 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 T.R.A.P. 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.

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THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between **Beverly Hills Police Department**, hereafter called **Beverly Hills P.D.** and the Taskforce for Regional Autotheft Prevention, hereinafter called **T.R.A.P.**

T.R.A.P. will reimburse the Beverly Hills P.D. for salary and benefits for 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, T.R.A.P. and the Beverly Hills P.D. do hereby agree as follows:

1. Beverly Hills P.D. agrees to assign one (1) Investigator to T.R.A.P.
1. The Beverly Hills P.D. Contact Coordinator will be _____.
2. Should the Beverly Hills P.D. 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.
3. This agreement may be amended by written mutual consent of both parties hereto.
4. The Beverly Hills P.D. agrees to invoice T.R.A.P. on a monthly or quarterly basis. The Beverly Hills P.D., Accounting Section, will send all invoices to:

T.R.A.P.
9040 Telstar, Suite 115
El Monte, CA 91731

5. In the event of unforeseen circumstances or disaster, this agreement may be cancelled by either party without notice.

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Police Department

CITY OF BEVERLY HILLS
Police Department



SANDRA SPAGNOLI
CHIEF OF POLICE

Date: _____

COUNTY OF LOS ANGELES
Sheriff's Department

JIM MCDONNELL
SHERIFF

Date: _____

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

APPROVED AS TO FORM
Office of the County Counsel

Principal County Counsel

Date: _____

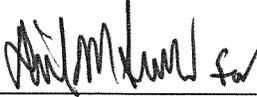
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Beverly Hills
Police Department

CITY OF BEVERLY HILLS

MAHDI ALUZRI
CITY MANAGER

Date: _____

CITY OF BEVERLY HILLS



CITY ATTORNEY

Date: 12/15/16

CITY OF BEVERLY HILLS



RISK MANAGER

Date: 12/15/16

M.O.U.
Beverly Hills
Police Department

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

Attachment 3

A 'mystery device' is letting thieves break into cars and drive off with them, insurance group says

Investigators from the National Insurance Crime Bureau have discovered a device that lets thieves break into, start and steal cars that use keyless entry systems.

By **Melissa Etchad**

Insurance crime investigators are raising alarms over a device that not only lets thieves break into cars that use keyless entry systems but also helps start and steal them. Investigators from the National Insurance Crime Bureau, a not-for-profit organization, said in an interview they obtained what they called the “mystery device” from a third-party security expert at an overseas company. So far, the threat here may be mostly theoretical. The crime bureau said it heard of the device being used in Europe and had reports that it had entered the U.S., but said there are no law enforcement reports of a car being stolen using it in the United States. During a two-week time period, NICB investigators tested 35 different makes and models of cars using the car-hacking device and were able to start and drive away about half the vehicles. Among the vulnerable cars were the 2015 Ford Edge, 2016 [Chevrolet Impala](#), 2013 [Volkswagen Jetta](#) Hybrid and the 2017 [Toyota Camry](#), NICB Chief Communication Officer Roger Morris said. The device is actually two sets of equipment. When the unsuspecting victim parks and locks the car, a thief standing not far away holds the first device, which is used to pick up and amplify the electronic signal as it is sent between the car and the key fob. That signal is relayed to a second device, which tricks the car into thinking that the key fob is near the car. That disarms the security system, unlocks the door and authenticates the engine to start. “We’ve now seen for ourselves that these devices work,” insurance organization President and Chief Executive Joe Wehrle said in a statement. “Maybe they don’t work on all makes and models, but certainly on enough that car thieves can target and steal them with relative ease.” Car thefts in the U.S. peaked at 1.66 million vehicles in 1991, then fell 58% to 699,594 in 2013 thanks to law enforcement efforts coupled with advances in car-security technology, according to the organization. In 2015, 707,758 cars were reported stolen in the U.S., a 3.1% increase from 2014. One executive for a tech-security company said he has seen surveillance footage in various states that appears to show car thieves using hacking technology to gain entry to cars and has spoken to multiple people who have claimed to be victims of this type of technology. That official, Peter Yorke, CEO of Voyomotive, said dozens of people in San Francisco have had some type of hacking technology used to gain entry to their vehicles. San Francisco Police Officer Carlos Manfredi said the department was not aware of that. “I haven’t heard of this technology, it’s new to me,” Manfredi said. “It’s possible it’s happening but from a police standpoint, we need proof.” In Long Beach, Police Lt. Joe Gaynor said he has heard about the technology, but his department has never recovered a hacking device that has been used to break into or steal cars. Yorke said this latest technology is just one of several hacks that enable people to gain entry to a vehicle and start it. He believes the security problem is getting worse and that car manufacturers are going to be hard-pressed to find a fix. Representatives from Volkswagen declined to comment. Representatives from Toyota, Ford and Chevrolet did not respond to inquiries. Rich Selsted, 60, a San Francisco-based pharmaceutical executive, said his car has been stolen once and broken into more than twice by people using keyless hacking technology. Less than a year ago, he saw suspects unlocking his 2015 Audi Q5 on a surveillance camera outside his home at 3 a.m. with what appeared to be a device used to hack into cars. Selsted said the suspects stole his phone charger, the car’s owner’s manual and a first-aid kit.