

## **MEMORANDUM OF AGREEMENT ORANGE**

### **COUNTY AUTO THEFT TASK FORCE**

*Updated January 2018*

This Memorandum of Agreement (MOA) is made and entered into as of January 2, 2018, which date is stated for purposes of reference only, by and between the following parties: City of Anaheim, California; City of Brea, California; City of Buena Park, California; City of Fullerton, California; City of Huntington Beach, California; City of Laguna Beach, California; City of Newport Beach, California; City of Placentia, California ; City of Tustin; California; California Highway Patrol; California Department of Motor Vehicles; and the County of Orange, a political subdivision of the State of California ("County"). The above-listed entities may be referred to individually as "Party" or collectively as "Parties."

#### **I. OVERVIEW**

In an effort to suppress vehicle theft crimes and address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14). This bill authorizes the Board of Supervisors to impose a one-dollar fee on all vehicles registered in the County at the time of registration renewal to enhance the capacity of local law enforcement and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

On January 12, 1993, the Orange County District Attorney, in conjunction with the Orange County Chiefs' and Sheriff s Association, requested the Board of Supervisors adopt a resolution pursuant to Vehicle Code section 9250.14 specifically to fund a multi-jurisdictional vehicle theft task force. Resolution No. 93-54 was adopted unanimously, which results in an additional \$1.00 fee to be charged on each Orange County new and renewal vehicle registration.

Assembly Bill 767 (2013) amended Vehicle Code section 9250.14 to eliminate the repeal date and thus extend the \$1.00 fee to be charged on vehicle registrations and the continuous appropriation to fund the multi-jurisdictional vehicle theft task force indefinitely.

Vehicle theft is the most costly property crime in the United States. Auto theft results in monetary losses to victims, funds organized crime/gangs, contributes to violent crimes and affects auto insurance costs for the driving public.

Auto theft in Orange County decreased 4.33 percent in 2016 as compared to 2015 statistics. There were 8,752 vehicles stolen in Orange County in 2016, which is approximately 4% of the statewide number of stolen vehicles. Combined efforts of California law enforcement agencies, and the hard work of the multi-jurisdictional vehicle theft task forces like Orange County Auto Theft Task Force (OCATT), coupled with prevention efforts by the public and vehicle manufacturers, have contributed to the decrease in the number of vehicle thefts statewide over the previous years. Unfortunately in 2016, there was a 3.4 percent increase from the previous (2015) year in the number of vehicles stolen statewide. In 2016, 186,857 vehicles were stolen in California with an estimated value of over \$1.3 billion. Of the vehicles stolen statewide in 2016, over 90 percent were successfully recovered.

## II. MISSION

To reduce the incidence of vehicle theft and increase the apprehension of professional vehicle thieves.

### A. Objectives

1. Interface with the Regional Narcotics Suppression Program (RNSP), Orange County Gang Task Force, California Highway Patrol (CHP) Investigative Services, Department of Motor Vehicles (DMV), Department of Justice (DOJ), and all agencies within Orange County for the sharing of intelligence related to vehicle theft.
2. Increase the arrests of vehicle theft suspects, particularly professional thieves participating in stripping, renumbering for resale, exportation, and car-jacking.
3. Identify locations supporting vehicle theft offenses and take the appropriate enforcement action. These locations may include legitimate businesses (repair/body shops and dismantlers) used for illegal activities and sites of “ chop shop” operations.
4. Identify local trends and/or patterns of vehicle theft activities targeted by task force investigators.
5. Increase the recovery rate of stolen vehicles in Orange County.
6. Provide a fundamental vehicle theft investigation repository of vehicle theft expertise, support, coordination, and functional database.
7. Provide a forum for public awareness of vehicle theft prevention. This will be accomplished through coordination with local media to expose the vehicle theft program and encourage public participation, while discouraging potential vehicle thieves.

## III. TASK FORCE ORGANIZATION

OCATT, having already been formed by participating law enforcement agencies, is organized as follows:

### A. Executive Committee

The Executive Committee shall act as the Board of Directors of the Orange County Auto Theft Task Force and direct the affairs of such. The Executive Committee shall be comprised of members from the participating law enforcement agencies. The composition of the Executive Committee may be adjusted by a majority vote of the existing Committee members. Members of the Executive Committee should meet as needed to review task force operations and provide guidance and input. The Chief of the District Attorney's Bureau of Investigation Unit shall serve as Director and Chairperson of the Executive Committee. Voting of the Executive Committee shall be by majority vote and by committee members only. Board vacancies shall be filled by majority vote of the Executive Committee.

### B. Task Force Coordinator

A Lieutenant of the California Highway Patrol will staff the Task Force Coordinator's (Coordinator) position. The Coordinator will be responsible for management of the task force and will be accountable to the Executive Committee. The Coordinator will dedicate that amount of time necessary to efficiently manage the Task Force. The Parties to this MOA agree that the Coordinator's salaries and benefits will not be reimbursed by the task force fund.

#### C. Supervision

The task force staff will be comprised of two investigative teams assigned by the Coordinator, dictated by vehicle theft trends and demographics. Supervision of the investigative teams will be the responsibility of a sergeant, a working member of the team. Selection of task force supervisors will be based upon level of expertise, previous performance and availability. Selection of the supervisors will be from a qualified pool of candidates provided by participating agencies. The selection shall be the responsibility of the Coordinator with concurrence of the Executive Committee. The Parties to this MOA agree that salaries and benefits associated with supervisory positions will be reimbursed by the task force fund.

#### D. Prosecution Staff

The District Attorney's Office will assign up to two prosecutors and one investigator to work alongside task force members. The prosecutors will provide legal review and file task force cases warranting criminal complaints. All task force cases will be vertically prosecuted.

The District Attorney's investigator will act as liaison between task force members and prosecutors and participate in investigations and the filing of criminal cases. The Parties to this MOA agree that salaries and benefits for these positions will be reimbursed by the task force fund.

#### E. Investigators

The task force shall be staffed by qualified detectives/investigators. Assignment to the task force shall be for a minimum of three years. Due to the sensitive nature of the position, personnel recommended for assignment will be subject to selection interviews by the Coordinator and supervisors. Consideration for assignment is based on previous performance, investigative experience and ability to work well with others in a covert and close environment.

Personnel not meeting acceptable standards of performance or refusing to comply with task force policies and procedures may be removed from the task force assignment.

Should the Coordinator have cause to remove a task force staff member, he/she shall discuss the issue with the participating agency. If the participating agency does not concur with the Coordinator's decision to remove the member, the issue shall be forwarded to the Executive Committee for resolution. It is agreed, however, the resolving of operational issues at the lowest level serves the best interest of the task force. The Parties to this MOA agree that salaries and benefits associated with these detectives/investigators will be reimbursed from the task force fund.

#### F. Administrative Support Staff

The Office of the District Attorney will assign up to two attorney clerks to the task force. These positions will support office/administrative operations and task force personnel and provide clerical liaison between participating agencies.

An accounting staff member will be assigned by the Office of the District Attorney to handle all aspects of accounting, budgeting, purchasing, financial reporting including receipt, disbursement, and reconciliation of task force fund. This position will be responsible for providing a quarterly and/or annual accounting of the fund. The Parties to this MOA agree that the salaries and benefits for these three positions will be reimbursed by the task force fund.

#### G. Department of Motor Vehicles (DMV) Investigator

The Department of Motor Vehicles, Investigations Division, will assign one full-time investigator to the task force to assist with, but not limited to, records information including vehicle backgrounds, fraudulent identification (vehicles/persons), identification of suspects, and document analysis. The Parties to this MOA agree that the investigator's salaries and benefits will not be reimbursed by the task force fund.

Further, the Parties to this MOA agree that overtime expenses for the investigator will be reimbursed by the task force fund. Refer to Section IV .D, Overtime, for further requirements. The task force will supply general support items such as work space, office furniture, vehicle, communications equipment and other equipment necessary to perform investigative duties.

#### H. California Highway Patrol

The Department of California Highway Patrol (CHP) will assign two full-time officers to work as investigators to the task force. The Parties to this MOA agree that all salaries and benefits accrued by these investigators will be paid by the Department of California Highway Patrol and will not be reimbursed by the task force fund. Further, the parties to this MOA agree that overtime expenses for these investigators will be reimbursed to the Department of California Highway Patrol by the task force fund up to the maximum amount agreed upon in the Standard Agreement (STD 213). Refer to Section IV.D, Overtime, for further requirements. The task force will supply general support items such as work space, office furniture, vehicle, communications equipment and other equipment necessary to perform investigative duties.

### **IV. FISCAL PROCEDURES**

#### A. Salaries and Benefits

The Coordinator, participating investigators from the Department of Motor Vehicles and the California Highway Patrol, will not be reimbursed for salaries and benefits.

The salaries, benefits of all remaining task force staff participants will be reimbursed to the participating agencies by the task force fund.

It shall be the responsibility of the Coordinator to institute a system of checks and balances, whereby, the hours of each participant will be authorized and audited for accuracy. This information will be reported to the participating agencies' time analyst, with a copy to the task force accounting staff. The task force coordinator will retain a copy of this record.

Members assigned to the task force whose salaries and benefits are reimbursed by the task force fund shall be assigned as a full time position. The administrative processing to determine

payroll by the participating agencies will not be reimbursed.

#### B. Overtime

The overtime expenses for the two officers from the California Highway Patrol and one investigator from the Department of Motor Vehicles, Investigations Division will be reimbursed by the task force fund.

The Executive Committee may approve a "not to exceed" monthly allocation of overtime to be utilized by the task force.

Monthly amounts exceeding this allocation will require written justification by the task force coordinator for approval of the Executive Committee.

#### C. Indirect Costs

The County of Orange, through the Office of the District Attorney, receives and is the financial administrator for all source funds for the task force. As such, a significant amount of management time is consumed for the administration of funds, approval process of invoices, other expenditures associated with these funds, and other various administrative tasks associated with administering the MOA and OCATT program in general, thus incurring indirect costs. For these Indirect Costs, District Attorney's office will be reimbursed by the task force fund using an Indirect Rate calculated annually and approved by the County Auditor Controller.

#### D. Participant Claims for Reimbursement

The personnel assigned and to be funded by the task force will be paid by their respective agencies. Participating agencies, then, will request reimbursement for task force members' regular salaries, benefits and overtime, when applicable. Reimbursement will be based on actual hours of program participation. Overtime expense will be reimbursed using task force member's overtime pay rate at the time the overtime hours worked regardless of these hours being paid in cash or converted to compensation time off by participating agencies. Hence, to avoid duplicate billing, the compensation time off taken by task force members will not be reimbursed from the task force fund. When OCATT investigators attend training not related to OCATT duties, i.e. riot training, bomb squad, scuba diving, those hours will not be paid by OCATT. All claims are subject to approval by the Task Force Coordinator.

It is the responsibility of the task force accounting staff to develop a format for claiming expenses, with appropriate substantiating data, and to provide a sample of the document to the participating agencies for claim purposes. Payment of submitted claims will be processed within 90 days of receipt of invoice in a format acceptable to the task force.

In the unlikely event that revenues fall short of what is required for full recompense, reimbursement shall be made on a pro rata, share basis. In no event will general revenues of the County be used to offset any shortage.

Claims for reimbursement of travel, per diem, lodging, materials, or services necessary to perform task force activities shall be submitted on an approved claim form specific to task force operations. All claims are subject to approval by the task force coordinator and the County of Orange policies and procedures. Upon approval, the coordinator shall forward the reimbursement claims to the task force accounting staff for payment processing within 90 days of receipt of claims.

#### E. Right to Audit

Each party to this agreement shall make available to the County, at all reasonable times, their financial records relating to this agreement. The County or independent auditor may audit such records and, should the County determine ineligible costs have been reimbursed, the agency shall immediately repay that amount deemed ineligible. If not repaid within 30 days, the County may withhold the amount deemed ineligible from future reimbursements. The parties shall maintain the original copies of the required records for a period of three years after the date the expense is reimbursed.

#### F. Special Fund

The Office of the District Attorney, in order to facilitate task force operations, shall establish a special appropriation fund. These funds shall be used only as necessary in the performance of duties relating to task force activities. Use of special fund will be limited to special and extraordinary expenses incurred during the investigation of vehicle thefts in accordance with Government Code Sections 29400 through 29407. Authorization to use these funds will be determined by the Executive Committee through its Chairperson.

### **V. LIABILITY**

Each participating agency involved in the task force shall have full financial responsibility for their respective employees assigned to the task force, including vehicle accidents and industrial injury claims. Additionally, the agency shall be responsible for any and all workers' compensation claims of their respective employees in the event of injury during the course and scope of duties while assigned to the task force.

The County, its officers, agents and employees shall not be deemed to have assumed any liability for the negligence of participating agencies, officers or employees, and participating agencies shall hold the County, its officers and employees harmless from claims and damages resulting therefrom. Participating agencies and the County shall hold each other harmless from the liability for acts or omissions of the other. Each Party to this agreement agrees to defend, indemnify, and hold harmless the other Parties to this agreement, in regard to liability imposed on the agreeing Parties, due to acts or omissions of another Party's assigned employees.

### **VI. OPERATIONAL LOCATION**

Appropriate space will be leased to house task force participants and equipment. The lease will be paid from the task force fund. The task force office will be centrally located within Orange County. Location will be selected by the task force coordinator in conjunction with County of Orange County Executive Office, and approved by the Executive Committee.

### **VII. EQUIPMENT**

The task force coordinator will be responsible for coordinating the use of and tracking the equipment assigned to the task force and will utilize approved county procedures for the accounting of, and

safeguarding capital assets and controlled equipment.

#### A. Vehicles

If the task force is unable to provide a vehicle to the member through task force resources, participating agencies agree to provide this equipment.

In the event the task force purchases, rents, or leases vehicles for use by task force members, those vehicles will be placed under the County of Orange's self-insured liability policy. However, any losses, including traffic collisions, thefts, etc., that occur while the vehicle is under the control of a task force member, shall fall under the liability of the member's home agency, and that home agency shall defend, indemnify and hold harmless the other members, including the County, as detailed in section V of this Memorandum of Agreement.

Maintenance of vehicles provided by the task force will be paid for by the task force fund. Each member of the task force will be issued a gasoline card, which shall be used to purchase gasoline and two car washes per month for their assigned task force vehicle. Members shall submit the receipts monthly to the coordinator who will review, approve and forward them to the District Attorney Fiscal Services for payment processing.

#### B. Communications Equipment

Hand held mini-radios and cellular telephones will be acquired in cooperation with the County of Orange County Executive Office and paid for by the task force fund. The Coordinator, each supervisor, and each detective/investigator will be provided this equipment. Procedures are in place to ensure proper use and accountability of this equipment.

#### C. Additional Equipment

Additional equipment including surveillance equipment, office equipment, computers, hand tools, binoculars, video cameras, etc. will be purchased by the task force fund and provided to members from task force inventory. Situations requiring air support, unique vehicles, or covert assets, will require cooperative scheduling and assistance from participating agencies.

### **VIII. UNDERCOVER DOCUMENTS**

The use of covert identities to support or enhance undercover operations is essential. This may require detectives/investigators to possess undercover driver's licenses, and/or other sources of identification.

The procurement, utilization, and control of these documents will rest with the participating agencies. Detectives/investigators will be expected to bring covert documents with them at the time of assignment.

### **IX. ASSET SHARING**

Task force operations, which result in the potential for either State or Federal asset seizures, shall be brought to the attention of the Executive Committee. The Committee will assess whether an application

for asset forfeiture sharing will be made pursuant to appropriate State or Federal law. Any forfeited funds paid to the task force shall be retained by the task force to pay for operational expenses.

### **X.REPORTING**

A. The Coordinator will be responsible for implementing a reporting system, which tracks team activities, statistics, and accomplishments of task force operations. This reporting system will serve as the basis for quarterly reports to the Executive Committee and ensure accountability of resources, personnel and equipment.

B. The Coordinator will submit an operational report to the Executive Committee on an annual basis.

C. A fiscal year-end report will be submitted to the State Controller's Office as per Vehicle Code section 9250.14(g).

### **XI. AMENDMENTS TO THE MOA**

The Parties may amend any portion of this MOA, as long as such amendments are done in writing and do not materially alter the obligations of the Parties hereunder.

### **XII. TERM OF AGREEMENT**

This agreement shall commence on January 2, 2018, and remain in effect until the close of business, December 31, 2022, as set forth in Vehicle Code section 9250.14. Participating agencies may elect to terminate the agreement prior to its designated termination date.

Any agency desiring to terminate its participation in this agreement shall indicate such intent in writing to the Executive Committee. The agency's determination shall be deemed to take effect not less than 30 days after receipt of the written communication or upon a date established by mutual agreement.

### **XIII. SIGNATURES**

The undersigned state they represent and have the authority to execute this agreement on behalf of their respective agencies and, in signing this agreement, concur with and support the Orange County Auto Theft Task Force, as set forth in this agreement and for the period and purposes as stated herein.

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Chair, Board of Supervisors  
County of Orange

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Date



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City of Anaheim

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City of Tustin

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Date

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA



By \_\_\_\_\_

Deputy

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