

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

933



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
08/19/09

SUBJECT: Approval of a Memorandum of Understanding with San Diego County for the Sheriff's Continued Participation on the Computer and Technology Crime High-Tech Response Team

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the FY 2009-10 Memorandum of Understanding (MOU) with the San Diego County District Attorney, on behalf of San Diego County, for the Sheriff's continued participation as a member of the Computer and Technology Crime High-Tech Response Team (CATCH), and authorize the Sheriff to sign all copies of the MOU.
2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: Since its formal inception in 2002, the Sheriff's County CATCH Team and the County District Attorney have participated on a regional team with the San Diego County District Attorney and Sheriff's Department, the San Diego Police Department, the State Department of Justice, the Imperial County District Attorney and the State Department of Motor Vehicles.

(Continued on Page 2)
BR 10-053

[Signature]
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$230,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: State Grant Funds	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *[Signature]*
Robert Tremaine

County Executive Office Signature

RECEIVED
AUG 20 2009

Prev. Agn. Ref.: 3/12/02 3.40 | District: All | Agenda Number:

3.44

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: Samuel Hoag 10/26/09
 SAMUEL WONG
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis
 DATE: _____
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS
 Policy
 Policy

The San Diego County District Attorney's Office is one of five regional law enforcement agencies that receives state funding pursuant to the High Technology Theft Apprehension and Prosecution Program. In FY 2009-10, the San Diego County District Attorney's Office is allocating \$230,000 from this grant to fund a Riverside County Sheriff's Sergeant, an Office Assistant III and overtime.

The Sheriff's CATCH Team currently has nine authorized positions with eight funded, and a FY 2009-10 operating budget of \$1,125,331. Therefore, after appropriating for this new grant revenue, the net County cost for the team totals \$895,331.

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$151,474
10000-2500300000-510420	Overtime	4,464
10000-2500300000-518080	Other Budgeted Benefits	536
10000-2500300000-518100	Budgeted Benefits	<u>73,526</u>
	Total	\$230,000

Increase Estimated Revenues:

10000-2500300000-755180	CA-From Other Government Agencies	\$230,000
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**CATCH TEAM
MULTI-AGENCY HIGH-TECH TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PURPOSE

The purpose of the MOU is to formalize relationships between the agencies participating in this task force and to outline the mission and procedures for the Computer And Technology Crime High-Tech Response Team (hereafter referred to as CATCH). In the 2009-2010 fiscal year, the High Technology Theft Apprehension and Prosecution Program (HTTAP) Identity Theft and High Task Force grants were merged. Because of the merger of the grants, CATCH and CATCH-ID are interchangeable terms. However, reference to CATCH will be made throughout since the Riverside County Sheriff's Department participation will be on the CATCH team.

MISSION

The mission of CATCH is to apprehend and prosecute high-technology criminals and protect our citizens from high-tech and identity theft crime. The program is created on the premise that the ability of law enforcement to properly investigate and prosecute high-technology crimes will be enhanced by a cooperative pooling of resources and knowledge. CATCH will investigate the following types of cases:

1. Cases where technology is the prime instrumentality of the crime;
2. Cases where technology is the target of the crime; or
3. Cases where a particularized understanding of technology is required to successfully investigate or prosecute a case.

ADMINISTRATIVE RESPONSIBILITIES

The San Diego County District Attorney's Office is the lead agency for CATCH and agrees to accept the administrative responsibilities for the state grant and the acquisition of associated match funding, the implementation of fiscal and procurement policies, the maintenance of grant related records, and the supervision of programmatic objectives.

A San Diego County Deputy District Attorney is assigned as the grant's Project Director. The Project Director also provides for dedicated, full-time vertical prosecution for all adult and juvenile criminal cases in the San Diego CATCH region of responsibility, and provides on call legal services to assist CATCH investigators involved in tactical operations.

A San Diego Supervising District Attorney Investigator is assigned as the Law Enforcement Coordinator. The Law Enforcement Coordinator administers all field operations, provides for the immediate supervision of CATCH team Supervisors (Sergeants) and members, assigns case and forensic responsibilities, facilitates the team's tactical operations, and liaisons with each law enforcement agency's chain of command

relative to CATCH policy and personnel issues. The Law Enforcement Coordinator will prepare a report of ongoing and completed investigations for CATCH High-Tech and CATCH-ID. This report shall be presented to the Executive and Steering Committees.

The daily operations of CATCH are managed by the Project Director and Law Enforcement Coordinator who are vested with the authority to manage the program and create and update policy for task force operations. Because of the accountability and responsibility for the grant administration, the CATCH Project Director and CATCH Law Enforcement Coordinator have the final authority in all decisions effecting the CATCH operation and activities of CATCH members.

AGENCY COMMITMENT

The Participating Agency agrees to assign to CATCH one full time Detective Sergeant and four full time Detectives. Full time assignment means the designated staff position will report directly to the CATCH location on a daily basis for a 40 hour average work week. For those agencies that are providing a portion of the in kind grant match, the so designated positions will remain staffed through the grant year.

ACTIONS

Subject to funding levels remaining relatively unchanged, each agency commits as follows:

- CATCH will develop, document, and manage the program details in compliance with Cal-EMA Grantee regulations and the goals listed in the Request for Proposals.
- The San Diego County District Attorney will accept responsibility for overall fiscal management of the state grant, including the identification of the state required 25% match funding.
- CATCH will provide the task force infrastructure, including office environment, supplies and computer equipment.
- CATCH will fund appropriate CATCH approved training for the Participating Agency staff agent assigned to CATCH.
- CATCH will reimburse the Riverside County Sheriff's Department for up to \$170,000 of Salary and Benefits of the assigned Riverside County Sheriff's Sergeant. Note that it is understood that although this is not full reimbursement, the Riverside County Sheriff's Department will find alternative funds for the difference and keep the Riverside County Sheriff's Sergeant assigned for the full year.
- CATCH will reimburse the Riverside County Sheriff's Department for up to \$55,000 of Salary and Benefits of the assigned Riverside County Sheriff's Office Assistant. Note that it is understood that although this is not full reimbursement, the Riverside County Sheriff's Department will find

alternative funds for the difference and keep the Riverside County Sheriff's Office Assistant assigned for the full year.

- The Participating Agency will assign one full time grant funded Detective Sergeant to CATCH operations.
- The Participating Agency will assign one full time grant funded Office Assistant to CATCH operations.
- The Participating Agency will assign four full-time Participating Agency funded Detectives to CATCH operations, one or more of whom may be identified as part of the requisite in-kind CalEMA match.
- The Participating Agency will equip the investigators with standard safety equipment and a vehicle suitable for surveillance operations.
- Participating Agencies who agree to provide a portion of the in kind match, will keep the selected personnel in place during those fiscal years. If the current personnel are transferred from CATCH, a replacement must be assigned to ensure there is no break in participation in the task force operation.
- The Participating Agency will keep the selected personnel in place for at least 36 months, subject to selection criteria listed below under "Personnel and Administrative Matters."

PERSONNEL AND ADMINISTRATIVE MATTERS

▪ Selection and Termination of Personnel

All agencies recognize that an enthusiastic cooperative attitude by the team members is critical to success in a task force environment. This is best implemented by including the CATCH Project Director and or CATCH Law Enforcement Coordinator in the interview and selection process. Final selection will be made by the agency head.

CATCH reserves the right to request that a participating agency replace personnel who are not succeeding in the task force environment. All parties agree in advance to make a reassignment within 45 days from the date a participating agency receives a written request from CATCH to make a reassignment.

▪ Commitment

Because of the expertise required to conduct high tech investigations and the time and financial investment in training those personnel, participating agencies agree not to transfer or reassign the assigned personnel for a period of at least 36 months from the date the particular individual begins the assignment in the task force, except for the following reasons:

- the individual is promoted;
- the individual leaves the employ of the participating agency; or
- CATCH requests that the individuals be reassigned.

- **Policy and Procedure Manual: S.O.P.**

The policy and procedure manual for operations is in the form of Standard Operating Procedures available to all member agencies and assigned staff. The CATCH SOP recognizes member agency procedures, and addresses all aspects of task force operations, including these listed below.

- **Supervision**

Supervision of the field investigative personnel assigned to CATCH will be the immediate responsibility of the CATCH Sergeants and the ultimate responsibility of the CATCH Law Enforcement Coordinator. The on-site Sergeant will participate in the performance review of the investigators and will provide to the participating agencies written statements and evaluations of the investigators' performance, attitude, and skills in compliance with the investigator's agency guidelines upon request.

- **Timesheets**

The CATCH on site Sergeant will review all time sheets before they are submitted to the participating agency where CATCH has fiscal responsibility for the salary, benefits, or overtime associated with that staff position. The on site Sergeant may approve up to 10 hours of overtime per pay period for each investigator without prior approval. Overtime requests for more than 10 hours in a given pay period for any investigator requires pre-approval from the Law Enforcement Coordinator.

- **CATCH Personnel Training Requests**

All participating agencies recognize the importance and value of training. The Project Director and Law Enforcement Coordinator will be responsible for reviewing and approving investigator training requests. CATCH will pay for the tuition, materials, hotel, car rental and meal per diem costs using San Diego County procedures and limits for the investigators attending CATCH approved training.

- **CATCH Training**

All participating agencies recognize the importance and value of providing training to local law enforcement and the public. This is also part of the program goals and objectives for the state. The participating agencies agree to participate in programs and trainings to meet this objective, as directed by the Project Director and Law Enforcement Coordinator.

- **Compensation**

CATCH will reimburse salary and benefits for those personnel previously designated in this MOU. CATCH approved overtime for task force staff specified in this MOU will be reimbursed to qualifying agencies upon timely claims to the grant fiscal manager. This reimbursement will be limited to the projected and available overtime budget funding. Overtime over these limits will be funded by the participating agency. San Diego County District Attorney fiscal administrative staff reserves the right to defer or refuse payment on claims not submitted in a timely manner.

- **Reports**

A copy of all CATCH investigative records will be maintained at the San Diego County District Attorney's Office. Team members are expected to forward copies of their investigative reports to their own agencies where appropriate. All investigative information will be available to each of the participating law enforcement agencies on an as-needed basis.

- **Maintenance of Case Tracking Information**

Because of the accurate case reporting responsibility of the grant holders to the state, all CATCH personnel and agencies agree that investigations and prosecutions will be tracked in the CATCH database that resides in the San Diego CATCH office. The existence and current status of all investigations and prosecutions must regularly be input into the database and kept updated. This input and updating must occur on a frequency of at least twice per week.

- **Prosecution**

Cases will be prosecuted in state or federal court based upon which court system would be of greatest benefit to the overall objective of CATCH and upon the guidelines and policies of the prosecutorial agencies.

- **Media Relations**

In cases of significant public interest, joint press releases may be made. However, all media inquiries must be referred to the Project Director, without comment by any individual or agency. Information regarding routine apprehensions may be furnished to the press by the Coordinator agency and each agency's Press Information Officer will be notified. All participating federal agencies will coordinate all press releases with the U.S. Attorney's Office.

- **Counterparts**

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

- **Executive Committee**

The daily operations of CATCH and CATCH-ID are managed by the Project Director and Law Enforcement Coordinator who are vested with the authority to run the program and create and update policy for task force operations.

Oversight is provided by an Executive Committee which is comprised of the agency head (or their designee) of each law enforcement agency that assigns at least one half time investigator to either CATCH or CATCH-ID.

Members of the Executive Committee shall meet together with the Law Enforcement Coordinator and Project Director as needed.

The Project Director and Law Enforcement Coordinator will provide a report to the Executive Committee the number and types of cases being investigated and prosecuted by CATCH and CATCH-ID, the training received by CATCH and CATCH-ID investigators, the training provided by CATCH and CATCH-ID investigators and a report on the funds received and expended by CATCH and CATCH-ID.

The Project Director and Law Enforcement Coordinator will also seek ratification by the Executive Committee of any major policy decisions or changes implemented during the preceding year.

The Executive Committee will assist the Project Director and Law Enforcement Coordinator in recruiting additional personnel and agencies to participate in CATCH.

The Executive Committee will assist the Project Director and Law Enforcement Coordinator in the development of administrative procedures and investigative strategies and objectives.

The Executive Committee will assist the Project Director and Law Enforcement Coordinator in obtaining resources, including funds, equipment, vehicles and other items required to support the mission of CATCH in the event that grant funding becomes insufficient.

▪ **Steering Committee**

The Steering Committee will consist of the Project Director and Law Enforcement Coordinator, Command Level officers from each of the participating agencies and members of the local High Technology Industry.

The Steering Committee will assist the Project Director and Law Enforcement Coordinator in recruiting additional personnel and agencies to participate in CATCH and in the development of administrative procedures, investigative objectives and strategies. The Steering Committee will also assist in obtaining resources, including funds, equipment, vehicles and other items required to support the mission of CATCH. The Steering Committee will meet quarterly.

The Project Director and Law Enforcement Coordinator will provide a report to the Executive and Steering Committees detailing the number and types of cases being investigated and prosecuted by CATCH, the training received by CATCH investigators, the training provided by CATCH investigators and a report on the funds received and expended by CATCH.

▪ **Modification of Agreement**

This MOU may be modified or amended at any time using the procedure described in this section. Any agency desiring to make a modification or amendment will submit the proposal in writing to the other participating agencies. The amendment or proposal will be voted on by the executive committee. The meeting will occur on the first Tuesday of the month following delivery of the proposed

amendment. If that date provides less than 14 days notice, the meeting will occur on the first Tuesday of the next month. At the meeting, any proposed amendment receiving 75% of the vote of those executive committee members (or their representatives) present at the meeting will be incorporated into this agreement and binding upon all participating agencies.

▪ **Duration and Termination of Agreement**

All terms in the agreement are contingent upon continued and sufficient funding of CATCH through the Office of Cal-EMA. If funding is eliminated or materially reduced, this agreement can be terminated or modified by CATCH or the San Diego County District Attorney's Office upon written notice to the participating agencies. CATCH will exist as long as there are at least two participating agencies and sufficient funding to operate.

▪ **Withdrawal of an Agency**

The participation of a specific agency may be withdrawn at any time by that participating agency delivering a written notice of withdrawal to the other participating agencies. Such withdrawal will not take effect for 60 days from the delivery of the notice of termination to the District Attorney. The participating agency agrees to honor their commitment and keep the investigator working in CATCH for the sixty days between the giving of notice and its taking effect. Any agency's termination of their involvement in CATCH will not negate the continuing agencies' participation and agreement under any existing MOU.

▪ **Respective Responsibilities**

For the purpose of indemnification, each participating agency of CATCH shall be responsible for the acts of its participating personnel and shall incur any liabilities arising out of the service and activities of those personnel while participating in CATCH. Personnel assigned to CATCH shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

LOCATION

CATCH will operate from physical space located at 9630 Aero Drive, San Diego, California, and from 1500 Castellano Road, Riverside, California, or other suitable locations within our three-county area of responsibility. The San Diego County District Attorney's Office agrees to arrange for the equipment and supplies necessary to carry out the administrative responsibilities of CATCH at such locations.

NONDISCRIMINATION CLAUSE

All participating agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to

discrimination on the grounds of race, color, creed, sexual orientation, sex, age, or national origin and equal employment opportunities.

San Diego County
District Attorney

Name

Signature

Date

CATCH

Name

Signature

Date

Riverside County
Sheriff's Department

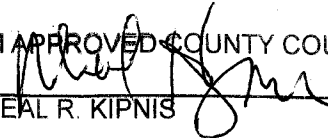
Name

Signature

Date

FORM APPROVED COUNTY COUNSEL

BY:


NEAL R. KIPNIS

DATE