

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

966



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

SUBMITTAL DATE:
05/15/11

SUBJECT: Agreement with the Department of California Highway Patrol for Reimbursement of Certain Expenses Related to its Participation on the Riverside Auto Theft Interdiction Detail (RAID)

RECOMMENDED MOTION: Move that the Board of Supervisors approve a two-year Agreement with the Department of California Highway Patrol (CHP), and authorize the Chairperson to sign all copies of the document.

BACKGROUND: On May 14, 1991, the Board adopted Resolution 91-265 to collect a one dollar fee added to all vehicle registrations in the County, pursuant to Vehicle Code Section 9250.14. Per this Code Section, the fee must be earmarked for programs designed to enhance the deterrence, investigation and prosecution of vehicle theft crimes. Based on the recommendation of the Riverside County Law Enforcement Administrators Association these funds were directed in equal amounts to the Sheriff's Department and the District Attorney. The Sheriff's Department created Trust Fund 5097 (current Fund # 11013 308147) to account for its share.

BR 11-082 (Continued on Page 2)

Stanley L. Sniff Jr., Sheriff-Coroner
Gerald Williams, Assistant Sheriff

FINANCIAL DATA	Current F.Y. Total Cost:	\$40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2010-11

SOURCE OF FUNDS: Auto Theft Interdiction Sub Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Robert Tremaine

County Executive Office Signature

ATTACHMENTS FILED
Delivered to the CLERK OF THE BOARD

Per Exec. Ofc.: ☐ Consent ☐ Policy ☒ Policy

In September 1993, the Sheriff's Department received Board approval to use the trust funds to create RAID, a multi-jurisdictional task force that interfaces with the CHP, Department of Motor Vehicles, Department of Justice, Federal Bureau of Investigation and all law enforcement agencies in Riverside County for the sharing of information related to vehicle theft.

Pursuant to a Letter of Agreement (LOA), the Sheriff's Department utilizes the Auto Theft Interdiction Sub Fund to reimburse the CHP for the overtime hours, per diem and business expenses of three vehicle theft investigators that the CHP provides to the RAID effort. The CHP and the Sheriff's Department wish to extend the term of this LOA through June 30, 2012.

The total reimbursement during the two-year LOA term shall not exceed \$225,000. However, the estimated FY 2010-11 for CHP reimbursement is budgeted at \$36,750. County Counsel has approved the Agreement as to form.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

10R801000

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME

County of Riverside Sheriff's Department

2. The term of this Agreement is: July 01, 2010 through June 30, 2012

3. The maximum amount of this Agreement is: \$ 225,000.00
Two Hundred Twenty-Five Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Letter of Agreement

2 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside Sheriff's Department

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

PO Box 512
Riverside, CA 92502

STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

JEFFREY T. UYEDA, Chief, Administrative Services Division

ADDRESS

P.O. Box 942898
Sacramento, California 94298-0001

California Department of General
Services Use Only

☐ Exempt per:

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
LETTER OF AGREEMENT

THIS AGREEMENT is made by and between the State of California, acting by and through Department of California Highway Patrol, hereinafter called CHP, and the County of Riverside, Sheriff's Department, hereinafter called COUNTY.

The Riverside County Board of Supervisors adopted a resolution pursuant to Vehicle Code Section 9250.14 (SB 2139) to impose an additional one dollar vehicle registration fee on vehicles registered in the County. The revenue generated is designated to fund a multi-jurisdictional vehicle theft task force name the Riverside Auto Theft Interdiction Detail (RAID), who will interface with the CHP, Department of Motor Vehicles, Department of Justice, Federal Bureau of Investigation and all agencies within Riverside County for the sharing of intelligence information related to vehicle theft.

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

1. Three full time vehicle theft investigators will be provided by the CHP. With the exception of overtime payments, per diem, and business expenses, all salary and benefits for these team members will be paid by the CHP and not reimbursed by the task force fund.

In addition, COUNTY agrees to reimburse CHP overtime salary, benefits and per diem costs for those CHP officers who participate in the R.A.I.D. Internship Program. The overtime hours worked are to be part of an extended shift.

2. The CHP agrees to provide a Lieutenant who will work full time as the Task Force Coordinator. The Coordinator's salary and benefits will not be reimbursed by the Task Force fund.
3. The term of this agreement shall be July 1, 2010 through June 30, 2012. Should the CHP desire to terminate its participation in the Task Force, notification in writing to the Execution Committee is required. The termination shall be deemed to take effect not less than thirty (30) days after receipt of the written notification or upon a date established by mutual agreement.
4. This agreement may be amended by written mutual consent of both parties hereto and shall be modified by the parties to conform to any future changes to federal or state law which affect the terms of the Agreement.
5. In consideration for the above services and upon receipt of an itemized invoice, the COUNTY agrees to reimburse the CHP for overtime expenses, per diem, and business expenses in accordance with the actual costs in effect at the time services are provided. The following shows CHP officer overtime rate effective Fiscal Year 10/11:

- a. Overtime:

Officer - \$75.64 per hour

- b. Per diem and business expenses will be in accordance with the State's Collective Bargaining Agreement.

6. The total amount of this agreement shall not exceed Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00)
7. The rates indicated in this Agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates.
8. CHP agrees to invoice COUNTY no later than the 15th day of the month following the month the participant worked. CHP Accounting Section Receivable Unit, will send invoices to:

Riverside County Sheriff's Department
P.O. Box 512
Riverside, CA 92502
9. In the event of disaster or unforeseen emergency, this agreement may be canceled by either party without prior notice.
10. COUNTY agrees to provide to CHP a resolution, motion, order, or ordinance of the governing body lay which authorizes execution of this Agreement and indicates the individual who is authorized to sign the agreement on behalf of the County of Riverside.
11. The parties hereto agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims or losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the other party in the performance of this Agreement.