

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

319
(1938)



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
06/16/16

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), All Districts. [\$105,000 – Riverside Auto Theft Interdiction Detail Sub-Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a two-year Agreement (07/01/16 – 06/30/18) with the Department of California Highway Patrol (CHP), and authorize the Chairperson to sign all copies of the document.

BACKGROUND:

Summary

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.

(Continued on Page 2)

Will Taylor
Stan Sniff
Sheriff-Coroner-PA
By Will Taylor, Dir. of Administration

FISCAL PROCEDURES APPROVED
 PAUL LANGUILO, CPA, AUDITOR-CONTROLLER
 BY: *Paul Langילו*
 SUSANA GARDA-BOCANEGRA
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
 DATE: *6/16/16*
 BY: GREGORY P. PRIAMOS

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 48,000	\$ 57,000	\$ 105,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Riverside Auto Theft Interdiction Detail Sub-Fund – 100%	Budget Adjustment: No
	For Fiscal Year: 16/17-17/18

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
County Executive Office Signature Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: August 23, 2016
 xc: Sheriff

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

3-64

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: 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), All Districts. [\$105,000 – Riverside Auto Theft Interdiction Detail Sub-Fu

DATE: 06/16/16

PAGE: 2 of 2 (BR 17-009)

BACKGROUND:

Summary (continued)

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 a Trust Fund 5097 (current Fund # 11013 321147) to account for its share.

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. On 02/25/14 (3.30), the Board approved the RAID operating agreement between the CHP and the Sheriff's Department for the period from 07/01/14 through 06/30/16. The CHP and the Sheriff's Department now wish to extend the term of the agreement for two years through June 30, 2018.

RAID staff has estimated the amount of the reimbursement to the CHP for FY 2015-16 at \$42,000, and it has proposed \$48,000 in reimbursements in FY 2016-17. However, the State has set a maximum amount of \$225,000 during the two-year LOA term. Staff is reasonably confident that the FY 2016-17 reimbursement budget will be adequate. Staff is equally confident that estimated reimbursements in FY 2017-18 will not exceed \$57,000. So reimbursements for the two-year agreement period are estimated at \$105,000.

County Counsel has approved the LOA as to form.

Impact on Residents and Businesses

Since 1993, the RAID task force has provided an essential crime-fighting service to County citizens and businesses. The participation of the CHP investigators and other county law enforcement agencies is vital to its efforts. As stated in the RAID Memorandum of Understanding, "Vehicle theft continues to be widespread throughout the county and requires our continuing efforts to curtail this criminal activity. It is recognized that the continued existence of the RAID Task Force is a valuable resource to county law enforcement agencies in their collective efforts to deter vehicle theft activity, increase the apprehension and identification of the professional vehicle thief, increase the recovery of stolen vehicles, and educate the citizens of Riverside County in vehicle theft prevention."

ATTACHMENTS

3 Original Letter of Agreements

CLERK'S COPY

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

to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

AGREEMENT NUMBER

16R801000

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, 2016 through June 30, 2018

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

ATTEST:

KEOIA HARPER-IHEM, Clerk

2 pages

Exhibit C* - General Terms and Conditions

By [Signature]
 DEPUTY

GTC 610

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)

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN J. BENOIT CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

PO Box 512
 Riverside, CA 92502

STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

P. SLINEY, Assistant Chief, Administrative Services Division

ADDRESS

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

California Department of General Services Use Only

Exempt per:

FROM APPROVED COUNTY COUNSEL
 DATE 8/23/16
 NEAL R. KIPNIS

AUG 23 2016 364

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, 2016 through June 30, 2018. 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 15/16:

- a. Overtime:

Officer - \$86.34 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 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. To the extent permitted by law, CHP shall defend, indemnify, and save harmless COUNTY appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of CHP's performance under this Agreement, but only in proportion to and to the extent that the injury is caused by the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, or employees, during the course and scope of this Agreement.
12. To the extent permitted by law, COUNTY shall defend, indemnify, and save harmless CHP and all of CHP's appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of COUNTY's performance under this Agreement, but only in proportion to and to the extent that the injury is caused by the negligent or intentional acts or omissions of COUNTY's appointees, officers, or employees, during the course and scope of this Agreement.
13. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion.

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RESOLUTION

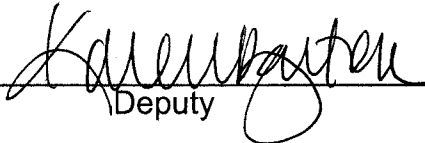
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 23, 2016, that John J. Benoit, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 16R801000 between Riverside County and Department of California Highway Patrol providing: for Reimbursement of Certain Expenses related to participation on the Riverside Auto Theft Interdiction Detail (RAID).

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: 
Deputy