

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



ITEM: 3.16  
(ID # 11535)

**MEETING DATE:**

Tuesday, January 7, 2020

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve the Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (RAID), All districts [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (RAID) and authorize the Sheriff to execute the attached Addendum on behalf of the County.

**ACTION:** Policy

*Donald Sharp*

Donald Sharp, Chief Deputy, SHERIFF 12/24/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 7, 2020  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By: *[Signature]*  
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Riverside Auto Theft Interdiction Detail Sub-Fund – 100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year 19/20-23/24</b>	

**C.E.O. RECOMMENDATION:** [CEO use]

**BR: 20-050**

**Prev. Agn. Ref.: 2/26/19 3.29**

**BACKGROUND:**

**Summary**

By Minute Order dated February 26, 2019 (Agenda Item 3.29), the County of Riverside Board of Supervisors approved the Five-Year Memorandum of Understanding (MOU) for the Riverside Auto-Theft Interdiction Detail.

During the MOU period, an addendum was issued on May 20, 2019 to revise Task Force Section III, Fiscal Procedures Section IV, and Signatures Section XIV based on the following items:

- Task Force, Section III, was revised to all allow the California Department of Insurance (DOI) Investigator business expenses approved the Task Force Coordinator to include travel, lodging, meals, incidentals, and auto-theft related training to be reimbursed by task force funds.
- Fiscal Procedures, Section IV, was revised to allow expenses for auto-theft related training, travel, lodging, meals, and incidentals approved by the Task Force Coordinator to be reimbursed by task force funds.
- Signatures, Section XIV, was revised to updated signature block for three Executive Board Members.

**Impact on Residents and Businesses**

RAID task force will continue their collective efforts to deter vehicle theft, 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.

**Additional Fiscal Information**

There will be no impact upon County's General Fund.

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

**ATTACHMENTS**

Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail.

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      12/24/2019

**ADDENDUM TO THE  
MEMORANDUM OF UNDERSTANDING  
FOR THE  
RIVERSIDE AUTO-THEFT INTERDICTION DETAIL  
(May 20, 2019)**

*Italics note revisions. Bold italics note proposed language.*

1 Whereas on July 1, 2019, this addendum to the Memorandum of Understanding for the Riverside  
2 Auto-Theft Interdiction Detail (RAID) was revised to reflect the reimbursement terms for  
3 participating agencies and to amend the signature block of the executive members.  
4

5 This addendum shall reflect the agreement discussed at the March 19, 2019, RAID Executive Board  
6 Meeting and will remain in effect until amended by the Executive Committee.  
7

8 **Revise Section III. TASK FORCE ORGANIZATION:**

9  
10 **H. California Department of Insurance (DOI) Investigator**

11 *Effective July 1, 2019*, The Department of Insurance, Fraud Division, will assign one (1)  
12 investigator who will work with task force investigators in investigation of fraudulent insurance  
13 claims (vehicles/persons), identification of suspects, document analysis, etc. *Salaries, Overtime*  
14 *payments, and benefits for this position will not be reimbursed by task force funds. Business*  
15 *expenses approved by the Task Force Coordinator to include, travel, lodging, meals, incidentals,*  
16 *and auto-theft related training will be reimbursed by task force funds.*  
17

18 This reflects a change in the previous agreement where all expenses for training were paid for by  
19 the California Department of Insurance.  
20

21 **I. California Highway Patrol**

22 *Effective July 1, 2019*, Three (3) full-time vehicle theft investigators will be provided by the  
23 California Highway Patrol, two (2) from Inland Division, and one (1) from Border Division.  
24 *Overtime payments and business expenses approved by the Task Force Coordinator for travel,*  
25 *lodging, meals, incidentals, and auto-theft related training will be reimbursed by task force funds.*  
26 *All additional salaries and benefits for these task force members will be paid by the CHP and are*

1 *not reimbursed by task force funds.* Temporary “interns” assigned to the Task Force will be fully  
2 compensated by the CHP and not reimbursed by task force funds.

3  
4 CHP personnel assigned to the Task Force shall be deemed to be continuing under the employment  
5 of the CHP and shall have the same powers, duties, privileges, responsibilities, and immunities as  
6 are conferred as a CHP Officer. All terms and conditions of the employee’s labor contract shall be  
7 in effect, and shall be abided by, even though the employee is assigned to the Task Force.

8  
9 This reflects a change in the previous agreement where all training, travel, lodging, meals and  
10 incidental expenses were paid for by the California Highway Patrol.

11  
12 **Revise Section IV. FISCAL PROCEDURES**

13  
14 **C. Participant Claims for Reimbursement**

15  
16 *Effective July 1, 2019, RAID shall reimburse agencies at a fixed rate on a quarterly basis.*

17 Participating agencies shall provide the Executive Committee with the personnel costs for salaries  
18 and benefits no later than sixty (60) days prior to the start of the fiscal year on a form provided by  
19 the Sheriff’s Department Office of Accounting and Finance. The approved figure will remain in  
20 effect for the entire fiscal year, unless the Board agrees to modify the figures.

21  
22 In the unlikely event that revenues fall short of what is required for full reimbursement;  
23 reimbursement shall be made on a pro rate share basis. In no event will general revenues of the  
24 County be used to offset any such shortage.

25  
26 *Expenses for auto-theft related training, travel, and lodging, approved by the Task Force*  
27 *Coordinator will be paid for by task force funding. Expenses incurred by individual task force*  
28 *members related to meals and incidentals will be submitted to the participating agency in*  
29 *accordance with their departmental policies and procedures. The participating agency may then*  
30 *submit a reimbursement claim on a form provided by the Sheriff’s Department Office of*  
31 *Accounting and Finance no later than the 15<sup>th</sup> day of the month following the end of the quarter*  
32 *the participant worked. These claims will be reimbursed through task force funding.*

1 This reflects a change in the previous agreement where all training, travel, lodging, meals and  
2 incidental expenses were paid for by the participating agency.

3

4 **Revise Section XIV, SIGNATURES:**

5

6 *Effective July 1, 2019*, Update signature block for the following Executive Board Members:

7

- 8 > *Sheriff Chad Bianco, Riverside County Sheriff's Department*
- 9 > *Border Division Chief Omar Watson, California Highway Patrol*
- 10 > *Director of Operations Tom Downey, National Insurance Crime Bureau*


11

12 The undersigned state that they represent and have the authority to execute this Agreement on  
13 behalf of their respective agencies and, in signing this agreement, concur with and support the  
14 Riverside County Vehicle Theft Task Force as set forth in this Agreement and for the period and  
15 purposes as stated herein.


16

# SIGNATURE PAGE

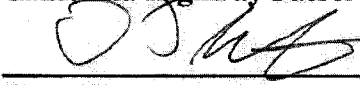
FORM APPROVED COUNTY COUNSEL  
BY: SUSANNA N. OH  
DATE: 12/19/19.

  
Chad Bianco, Sheriff  
Riverside County Sheriff's Department

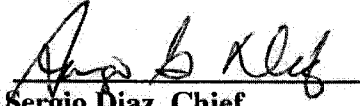
7/31/19  
Date


  
Bill Dance, Chief  
Inland Division  
California Highway Patrol

5/22/19  
Date

  
Omar Watson, Chief  
Border Division  
California Highway Patrol

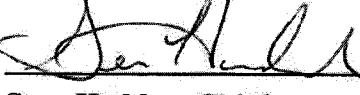
8-7-19  
Date

  
Sergio Diaz, Chief  
Riverside Police Department


Attest:   
COLLEEN J. NICOL  
City Clerk

8-22-19  
Date


Approved as to Form

  
Sean Hadden, Chief  
Murrieta Police Department


08-12-19  
Date

  
Travis Walker, Chief *ANTHONY YORAKIAN Acting COP.*  
Cathedral City Police Department

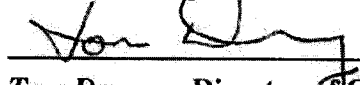
12/4/19  
Date

  
Michael Hestrin, District Attorney  
Riverside County


11/12/19  
Date

  
George Mueller, Deputy Commissioner  
California Department of Insurance

11/21/2019  
Date

  
Tom Downey, Director of Operations  
National Insurance Crime Bureau

10/10/19  
Date

By:   
Lauren M. Sanchez  
Deputy City Attorney