

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



ITEM: 3.31
(ID # 11868)

MEETING DATE:
Tuesday, March 10, 2020

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Two-Year Agreement with the California Highway Patrol for Reimbursement of Certain Expenses Related to its Participation in the Riverside Auto Theft Interdiction Detail (RAID), All Districts. [\$150,000 – Riverside Auto Theft Interdiction Detail Sub-Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a two-year Agreement with the California Highway Patrol for Reimbursement of Certain Expenses Related to its Participation in the Riverside Auto Theft Interdiction Detail (RAID), effective July 1, 2020 through June 30, 2022, and authorize the Chairman of the Board to execute four (4) copies of the attached Agreement on behalf of the County.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt 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: March 10, 2020
xc: Sheriff

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 75,000	\$ 150,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Riverside Auto Theft Interdiction Detail Sub-Fund – 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21-21/22	

C.E.O. RECOMMENDATION: Approve

BR: 20-061

Prev. Agn. Ref.: 02/26/19 3.28

BACKGROUND:

Summary

On May 14, 1991, the Board adopted Resolution 91-265 to collect a one-dollar (\$1.00) fee added to all private vehicle registrations in the County, pursuant to Vehicle Code Section 9250.14. On October 30, 2018, vehicle registration fees were increased from one-dollar (\$1.00) to two-dollars (\$2.00). Per this Code Section, the fee must be earmarked for programs designed to enhance the deterrence, investigations and prosecution of vehicle theft crimes.

In September 1993, the Sheriff's Department received Board approval to use the trust funds to create the Riverside Auto-Theft Interdiction Detail (RAID), a multi-jurisdictional task force. 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 (now sub-fund 11013) to account for its share.

RAID interfaces with the California Highway Patrol (CHP), the Department of Insurance, the National Crime Insurance Bureau, 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 02/26/19 (3.28), the Board approved the RAID operating agreement between the CHP and the Sheriff's Department for the period from 07/01/18 through 06/30/20. The CHP and the Sheriff's Department wish to extend the term of the agreement for two more years through June 30, 2022.

RAID staff has estimated the amount of the reimbursement to the CHP for FY2020-21 at \$75,000. Staff is reasonably confident that the FY2020-21 reimbursement budget will be

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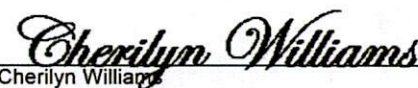
adequate. Therefore, reimbursements for the two-year agreement period are estimated at \$150,000.

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 the 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

State of California Standard Agreement Number 20R801001- 4 Copies

 Misley Wang, Supervising Accountant	2/19/2020	 Cherilyn Williams	3/2/2020
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 Gregory P. Priamos, Director County Counsel	2/19/2020
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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, March 10, 2020, that V. Manuel Perez, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 20R801001 between Riverside County and Department of California Highway Patrol providing: for the Reimbursement of Certain Expenses related to its participation in the Riverside Auto Theft Interdiction Detail (RAID).

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
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 R. HARPER, Clerk of said Board

By: 
Deputy

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20R801001	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CONTRACTOR NAME

The County of Riverside, on behalf of its Sheriff's Department

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2022

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions 04/2017	
Exhibit D	Special Terms and Conditions	1
Attachment 1	Memorandum of Understanding	18

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

The County of Riverside, on behalf of its Sheriff's Department

CONTRACTOR BUSINESS ADDRESS

P.O. Box 512

CITY

Riverside

STATE

CA

ZIP

92502

PRINTED NAME OF PERSON SIGNING

~~Kevin Jeffries~~ V. Manuel Perez

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/10/2020

FORM APPROVED COUNTY COUNSEL

BY: Susanna N. Oh 2/4/2020 DATE

SUSANNA N. OH

ATTEST:

KECIA R. HARPER, Clerk

By [Signature] DEPUTY

MAR 10 2020 3.31

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20R801001	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

P.O. Box 942898

CITY

Sacramento

STATE

CA

ZIP

94298

PRINTED NAME OF PERSON SIGNING

C.D. King

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractee agrees to reimburse the Department of California Highway Patrol (CHP) for overtime costs associated with The County of Riverside, on behalf of its Sheriff's Department Auto-Theft Interdiction Detail (RAID) Task Force provided by the CHP Inland Division as described in Attachment 1, Memorandum of Understanding.
 - A. The Task Force Participation to be performed by CHP officers under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
2. The services shall be provided during:

The hours of duty performed by CHP officers under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for Task Force Participation can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and The County of Riverside, on behalf of its Sheriff's Department.

3. The Project Representatives during the term of this Agreement will be:

<small>STATE AGENCY</small>		<small>CONTRACTEE</small>	
Department of California Highway Patrol		The County of Riverside, on behalf of its Sheriff's Department	
<small>NAME/TITLE</small>		<small>NAME</small>	
Jeff Kight, Lieutenant		Mathew Perez, Administrative Service Analyst II	
<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>	<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>
(951) 955-2772	(951) 955-2726	(951) 955-2971	
Direct all inquiries to :			
<small>STATE AGENCY</small>		<small>CONTRACTEE</small>	
Department of California Highway Patrol		Same	
<small>SECTION/UNIT</small>		<small>EMAIL</small>	
Business Services Section/Contract Services Unit		Mperez2@riversidesheriff.org	
<small>ATTENTION</small>		<small>ATTENTION</small>	
Brian Wise, Contract Analyst		Same	
<small>ADDRESS</small>		<small>ADDRESS</small>	
P.O. Box 942898, Sacramento, CA 94298-0001		P.O. Box 512, Riverside, CA 92502	
<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>	<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>
(916) 843-4318	(916) 322-3166	Same	Same

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide The County of Riverside, on behalf of its Sheriff's Department with an itemized invoice which details all CHP costs for task force participation under this Agreement. Monthly itemized invoices will be submitted in duplicate to:

The County of Riverside, on behalf of its Sheriff's Department
P.O. Box 512
Riverside, CA 92502
Attn: Mathew Perez, Administrative Analyst II

The County of Riverside, on behalf of its Sheriff's Department agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the services contained herein, **The County of Riverside, on behalf of its Sheriff's Department** agrees to reimburse the CHP upon receipt of an itemized invoice. County of Riverside Sheriff's Department agrees to reimburse the CHP for **the actual hours worked** at the time services are provided. 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. In the event CHP is granted a rate increase, County of Riverside Sheriff's Department agrees to pay the increased rate. The following information is the CHP officer overtime rates effective Fiscal Year 18/19, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$97.43 per hour

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and 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 Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and The County of Riverside, on behalf of its Sheriff's Department agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and The County of Riverside, on behalf of its Sheriff's Department, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed within a reasonable period of time ten days (10) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
6. The County of Riverside, on behalf of its Sheriff's Department agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. The County of Riverside, on behalf of its Sheriff's Department agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The County of Riverside, on behalf of its Sheriff's Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, The County of Riverside, on behalf of its Sheriff's Department agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).