

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



ITEM: 3.30
(ID # 11725)

MEETING DATE:
Tuesday, May 19, 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 (October 1,2019) (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 (October 1, 2019) (RAID) and authorize the Sheriff to execute the attached Addendum on behalf of the County.

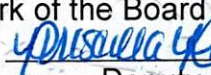
ACTION:Policy


Donald Sharp, Chief Deputy, SHERIFF 5/1/2020

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: May 19, 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	\$ 0	\$ 0	\$ 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 19/20-23/24	

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

BR: 20-056

Prev. Agn. Ref.: 1/7/20 3.16

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. By Minute Order dated January 7, 2020 (Agenda Item 3.16), the County of Riverside Board of Supervisors ratified and approved the first Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (RAID).

During the MOU period, an addendum was issued on October 1, 2019 to revised based on the following items effective as of April 1, 2020:

- Section III, Task Force Organization, A. Executive Committee, was revised to add Beaumont Police Department as a participating agency.
- Section III, Task Force Organization, C. Supervision, was revised to reflects the addition of a second supervisory position to the task force.
- Section IV, Fiscal Procedures, C. Participant Claims for Reimbursement, was revised to clarify what will be reimbursed at a fixed rate on a quarterly basis.
- Section IV, Fiscal Procedures, E. Overtime, was revised to reflects how overtime reimbursement will be billed and paid based upon the number of overtime hours worked by the employee, not at a fixed rate.
- Section VI, Operation Location, was revised to reflects a move of the satellite office at the Riverside County District Attorney’s, Indio.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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- Section VII, Equipment, A. Vehicles, was revised to reflect the use of leased vehicles by task force members.
- Section XIV, Signatures, was revised to updated signature block for Inland Division Chief Daniel J. Minor from California Highway Patrol, Chief Sean Thuilliez from the Beaumont Police Department, Chief George Crum from Cathedral City Police Department, and Chief Larry Gonzalez from Riverside Police Department.

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.

ATTACHMENTS

Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (October 1, 2019)



Gregory V. Priamos, Director County Counsel 4/29/2020

**ADDENDUM TO THE
MEMORANDUM OF UNDERSTANDING
FOR THE
RIVERSIDE AUTO-THEFT INTERDICTION DETAIL
(October 1, 2019)**

Italics note past or pending revisions. ***Bold italics*** note proposed language change.

1 Whereas on April 1, 2020, this addendum to the Memorandum of Understanding for the Riverside
2 Auto-Theft Interdiction Detail (RAID) was revised to reflect the Task Force Organization, Fiscal
3 Procedures, Operation Location, Equipment, and to amend Signatures of the Executive Committee.

4
5 This addendum shall reflect the agreement discussed at the September 10, 2019, RAID Executive
6 Board Meeting and will remain in effect until amended by the Executive Committee.

7
8 **Revise Section III, TASK FORCE ORGANIZATION:**

9
10 **A. Executive Committee**

11 ***Effective April 1, 2020***, The Executive Committee shall be comprised of the Riverside County
12 Sheriff, Inland Division CHP Chief and the Police Chiefs of Riverside, Cathedral City,
13 ***Beaumont***, and Murrieta Police Departments or their designees. Additionally, representatives
14 from Border Division CHP, the California Department of Insurance and the District Attorney's
15 Office will also sit on the Committee as non-voting members. Members of the Executive
16 Committee will meet as needed and in no event less than once a year to review task force
17 operations and to provide direction, guidance, and input. The Sheriff, or his designee, shall
18 serve as Director and Chairperson of the Executive Committee. A quorum shall consist of a
19 simple majority of the voting members of the Executive Committee, or their designees, present
20 at the time of the vote. An issue voted upon by the Executive Committee shall be considered
21 passed if there is a simple majority vote of the quorum. During periods where the voting
22 members are at an even number and a tie vote has occurred, the Director and Chairperson of the
23 Executive Committee, or their designee, shall cast the deciding vote. Committee vacancies shall
24 be filled by majority vote of the Executive Committee.

25
26 (This change shall reflect the addition of Beaumont Police Department as a participating
27 agency.)

1 **C. Supervision**

2 *Effective April 1, 2020, Two* Task Force Supervisor *positions* will be staffed by *two sergeants*
3 provided by the Riverside County Sheriff's Department. *The sergeants* will be selected by the
4 Task Force Coordinator with the input from the Sheriff's Department and concurrence of the
5 Executive Committee. The *sergeants* will supervise all subordinate members of the task force
6 and provide necessary input for performance evaluations to the parent agency. Salary and
7 benefits associated with *both supervisor positions* will be reimbursed to the Sheriff's
8 Department through task force funds.

9
10 (This change reflects the addition of a second supervisory position to the task force.)

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

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

15 *Effective April 1, 2020, RAID shall reimburse agencies at a fixed rate on a quarterly basis for*
16 *salaries and benefits.* Participating agencies shall provide the Executive Committee with the
17 personnel costs for salaries and benefits no later than sixty (60) days prior to the start of the
18 fiscal year on a form provided by the Sheriff's Department Office of Accounting and Finance.
19 The approved figure will remain in effect for the entire fiscal year, unless the Board agrees to
20 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*
30 *then submit a reimbursement claim on a form provided by the Sheriff's Department Office of*

1 *Accounting and Finance no later than the 15th day of the month following the end of the quarter*
2 *the participant worked. These claims will be reimbursed through task force funding.*

3
4 (This change clarifies what will be reimbursed at a fixed rate on a quarterly basis.)

5
6 **E. Overtime**

7 *Effective April 1, 2020, At the start of each fiscal year, an overtime bank of one hundred and*
8 *fifty (150) hours per employee will be established. Reimbursement claims for actual task*
9 *force overtime hours worked may be submitted for approval by the Task Force Coordinator*
10 *on a form provided by the Sheriff's Department, Office of Accounting and Finance, no later*
11 *than the 15th day of the month following the end of the quarter the participant worked. These*
12 *claims will be reimbursed through task force funding based on the established rate of each*
13 *employee.* The Task Force Supervisor, with oversight of the coordinator, will control the
14 overtime use. All overtime use will require preapproval and justification. If operational
15 necessity should exceed the one hundred and fifty (150) hour bank, each participating agency
16 agrees to absorb the costs for their respective employee. Reimbursement for overtime incurred
17 by CHP participants will be paid pursuant to a separate agreement between CHP and the County
18 of Riverside.

19
20 (This change reflects how overtime reimbursement will be billed and paid based upon the
21 number of overtime hours worked by the employee, not at a fixed rate.)

22
23 **Revise Section VI, OPERATION LOCATION**

24 *Effective Immediately,* Appropriate space will be provided to house task force members and
25 related equipment by the Sheriff's Department at no cost to the Task Force. The Task Force's
26 main office will be located within the western portion of Riverside County.

27
28 A satellite office is located within the *Riverside County District Attorney's, Indio* office.
29 Investigators from the local police departments and Border Division CHP will operate from this

1 office. All costs for this facility will be borne by the *Riverside County District Attorney's*
2 office.

3
4 (This change reflects a move of the satellite office.)
5

6 **Revise Section VII, EQUIPMENT**

7 The Task Force Coordinator will be accountable for equipment assigned to the Task Force and
8 will utilize approved Riverside County procedures for procuring, accounting and safeguarding
9 fixed assets.
10

11 **A. Vehicles**

12 *Effective April 1, 2020, vehicles acquired by the Riverside County District Attorney's (DA's)*
13 *office for task force use will be through a lease agreement between the DA's office and*
14 *Enterprise Fleet Management. Any use of these vehicles shall be in compliance with the*
15 *terms of the DA's Vehicle Use Agreement. Maintenance, equipment, and the cost of the lease*
16 *will be paid for by the DA's office through Task Force funds. Fuel will be paid for by RAID*
17 *through Task Force funds. Any cost outside the scope of the lease and/or the terms of the*
18 *DA's Vehicle Use Agreement will be the responsibility of the participating agency.*
19

20 If the Task Force is unable to provide a vehicle to the assigned member through task force
21 resources, participating agencies agree to provide an unmarked undercover vehicle for their
22 participants on the Task Force. *Maintenance and fuel costs for that vehicle will be paid for by*
23 *the participating agency and not through task force funds.*
24

25 (This change reflects the use of leased vehicles by task force members.)
26
27
28
29

1 **Revise Section XIV, SIGNATURES:**

2 The undersigned state that they represent and have the authority to execute this Agreement on
3 behalf of their respective agencies and, in signing this agreement, concur with and support the
4 Riverside Auto-Theft Interdiction Detail as set forth in this Agreement and for the period and
5 purposes as stated herein.

6

7 *Effective April 1, 2020*, Amend and/or add the signature block for the following Executive
8 Board Member:

9

- 10 > *Inland Division Chief Daniel J. Minor, California Highway Patrol*
11 > *Chief Sean Thuilliez, Beaumont Police Department*
12 > *Chief George Crum, Cathedral City Police Department*
13 > *Chief Larry Gonzalez, Riverside Police Department*

14

15

16 (This reflects changes to the Executive Board members and signature pages.)

SIGNATURE PAGE

Sheriff will
sign on 5/19/20
after BOS
approval.

Date


DATE



Daniel J. Minor, Chief
Inland Division
California Highway Patrol

4/6/20

Date



Larry Gonzalez, Chief
Riverside Police Department

4-15-20

Date



Sean Hadden, Chief
Murrieta Police Department

04-08-2020


Date

George Crum

George Crum, Chief
Cathedral City Police Department

4-13-2020

Date



Michael Hestrin, District Attorney
Riverside County

4/14/20
Date

MOU Addendum
October 1, 2019
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George Mueller

George Mueller, Deputy Commissioner
California Department of Insurance

4/06/2020

Date



Tom Downey, Director of Operations
National Insurance Crime Bureau

4/3/20

Date



Sean Thuilliez, Chief
Beaumont Police Department

4-21-2020
Date