

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



ITEM: 3.15  
(ID # 13964)

MEETING DATE:  
Tuesday, May 18, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Third Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (January 1, 2021) (RAID), All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Third Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (January 1, 2021) (RAID) and authorize the Sheriff to execute the attached Addendum on behalf of the County.

ACTION: Policy

  
Donald Sharp, Assistant Sheriff 4/22/2021


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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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 18, 2021  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By:   
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:</b> Riverside Auto Theft Interdiction Detail Sub-Fund – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year 19/20-23/24</b>	

**C.E.O. RECOMMENDATION:** Approve

**BR: 21-041**

**Prev. Agn. Ref.: 5/19/2020 3.30**

**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). By Minute Order dated May 19, 2020 (Agenda Item 3.30), the County of Riverside Board of Supervisors ratified and approved the second Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (RAID).

During the MOU period, an addendum was issued on October 6, 2020 to revise based on the following items effective as of January 1, 2021:

- Section III, Task Force Organization, A. Executive Committee, was revised to add Banning Police Department and the California Department of Motor Vehicles as a participating agency.
- Section III, Task Force Organization, E. Investigators, was revised to remove DOI from the third paragraph, which previously stated "Any participation by the DOI and/or the NICB in the Task Force will not be reimbursable through task force funds."
- Section III, Task Force Organization, H. California Department of Insurance (DOI) Investigator, was revised to reflect a change in the previous agreement where overtime payments will now be reimbursed by task force funds.



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- Section III, Task Force Organization, J. California Department of Motor Vehicles (DMV) Investigator, was revised to reflect the addition of a DMV investigator to the task Force and clarifies what will be reimbursed by Task Force funds.
- Section III, Task Force Organization, K. Participating Agency, was revised to reflect moving "Participating Agencies" down one position from J. to K. with the inclusion of DMV. There was no change in the wording.
- Section IV, Fiscal Procedures, B. Salaries and Benefits, was revised to reflect the addition of the California Department of Motor Vehicles.
- Section XIV, Signatures, was revised to updated signature block for Chief Anthony Conrad from the Murrieta Police Department, Chief Tom Wilson from the California Department of Motor Vehicles and Chief Matthew L. Hamner from Banning 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**

Third Addendum to the Memorandum of Understanding for the Riverside Auto-Theft Interdiction Detail (January 1, 2021)

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      4/22/2021

**THIRD ADDENDUM TO THE  
MEMORANDUM OF UNDERSTANDING  
FOR THE  
RIVERSIDE AUTO-THEFT INTERDICTION DETAIL  
(January 1, 2021)**

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

1 This Third Addendum to the Memorandum of Understanding (MOU) for the Riverside Auto-Theft  
2 Interdiction Detail (RAID) revises the MOU to reflect the Task Force Organization, Fiscal  
3 Procedures, and to amend Signatures of the Executive Committee.  
4

5 This addendum shall reflect the agreements voted on and passed by the Executive Committee on  
6 October 6, 2020 and will remain in effect until amended by the Executive Committee.  
7

8 In the event there exists a conflict between any term, condition, or provision contained within this  
9 Addendum, and any term, condition, or provision contained within the Memorandum of  
10 Understanding or previous Addendums, the term, condition, or provision contained within this  
11 Addendum shall control.  
12

13 **Revise Section III, TASK FORCE ORGANIZATION:**

14  
15 **A. Executive Committee**

16 *Effective January 1, 2021*, The Executive Committee shall be comprised of the Riverside  
17 County Sheriff, Inland Division CHP Chief and the Police Chiefs of Riverside, Cathedral City,  
18 *Beaumont, Banning*, and Murrieta Police Departments or their designees. Additionally,  
19 representatives from Border Division CHP, the California Department of Insurance, *the*  
20 *California Department of Motor Vehicles*, and the District Attorney's Office will also sit on the  
21 Committee as non-voting members. Members of the Executive Committee will meet as needed  
22 and in no event less than once a year to review task force operations and to provide direction,  
23 guidance, and input. The Sheriff, or his designee, shall serve as Director and Chairperson of the  
24 Executive Committee. A quorum shall consist of a simple majority of the voting members of  
25 the Executive Committee, or their designees, present at the time of the vote. An issue voted  
26 upon by the Executive Committee shall be considered passed if there is a simple majority vote  
27 of the quorum. During periods where the voting members are at an even number and a tie vote

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1 has occurred, the Director and Chairperson of the Executive Committee, or their designee, shall  
2 cast the deciding vote. Committee vacancies shall be filled by majority vote of the Executive  
3 Committee.

4  
5 (This change shall reflect the addition of Banning Police Department and the California  
6 Department of Motor Vehicles as participating agencies.)

7  
8 **E. Investigators**

9 The Task Force shall be staffed by qualified investigators recommended for assignment by the  
10 participating agencies. Assignment to the Task Force shall be for a minimum of two (2) years.  
11 Due to the critical nature of the position, personnel recommended to the Task Force will be  
12 subject to selection interviews by the Task Force Coordinator and Supervisor. Consideration for  
13 placement on the Task Force is based on past job performance, investigative experience, and the  
14 ability to work with others in a close, team relationship.

15  
16 Personnel not meeting acceptable standards of performance or refusing to comply with task  
17 force policies and procedures may be removed from the Task Force and transferred back to  
18 his/her department. If the Task Force Coordinator has cause to replace a member, he shall  
19 discuss the issue with the parent agency. If the parent agency does not concur with the decision  
20 of the Task Force Coordinator to remove and replace the task force member, the issue shall be  
21 forwarded to the Executive Committee for final resolution. It is agreed, however, that the  
22 resolution of operational problems at the lowest level is in the best interest of the Task Force.

23  
24 Salaries and benefits associated with these investigators will be reimbursed from task force  
25 funds to the participating agencies. Any participation by the NICB in the Task Force will not be  
26 reimbursable through task force funds.

27  
28 (This change reflects the removal of DOI from the third paragraph, which previously stated  
29 "Any participation by the DOI and/or the NICB in the Task Force will not be reimbursable  
30 through task force funds.")

1       **H. California Department of Insurance (DOI) Investigator**

2       *Effective January 1, 2021, The Department of Insurance, Fraud Division, will assign one (1)*  
3       *investigator who will work with task force investigators in investigation of fraudulent insurance*  
4       *claims (vehicles/persons), identification of suspects, document analysis, etc. Salaries and*  
5       *benefits for this position will not be reimbursed by task force funds. Overtime payments and*  
6       *business expenses approved by the Task Force Coordinator to include, travel, lodging, meals,*  
7       *incidentals, and auto-theft related training will be reimbursed by task force funds.*

8  
9       (This reflects a change in the previous agreement where overtime payments will now be  
10      reimbursed by task force funds.)

11  
12      **J. California Department of Motor Vehicles (DMV) Investigator**

13      *Effective January 1, 2021, The California Department of Motor Vehicles, will assign one (1)*  
14      *full time investigator to the Task Force. Salaries and benefits for this position will not be*  
15      *reimbursed by task force funds. Overtime payments and business expenses approved by the*  
16      *Task Force Coordinator to include, travel, lodging, meals, incidentals, and auto-theft related*  
17      *training will be reimbursed by task force funds.*

18  
19      (This change reflects the addition of a DMV investigator to the Task Force and clarifies what  
20      will be reimbursed by Task Force funds.)

21  
22      **K. Participating Agency**

23      For the purposes of this memorandum of understanding, a “Participating Agency” is defined as  
24      any law enforcement agency which has an employee assigned specifically to this task force,  
25      regardless of the status of reimbursement from allocated funds.

26  
27      (This change reflects moving “Participating Agencies” down one position from J. to K. with the  
28      inclusion of DMV. There was no change in the wording.)

29  
30

1 **Revise section IV, FISCAL PROCEDURES:**

2 **B. Salaries and Benefits**

3 *Effective January 1, 2021*, The Task Force Coordinator, representatives from the National  
4 Insurance Crime Bureau, the California Department of Insurance, *the California Department of*  
5 *Motor Vehicles*, and the California Highway Patrol, will not be reimbursed by task force funds  
6 for salary and benefits. The salary and benefits of all remaining task force members will be  
7 reimbursed to the participating departments by task force funds in the amount of seventy percent  
8 (70%). Those personnel assigned to the Task Force on a reimbursable basis will be paid  
9 through the payroll section of their parent agency. Reimbursement, in the amount of seventy  
10 percent (70%), will then be provided to the parent agency through task force funds.

11  
12 Members assigned to the Task Force whose salaries are reimbursed by task force funds shall be  
13 on full-time assignment to the Task Force. Administrative processing costs to determine payroll  
14 by participating agencies will not be reimbursed.

15  
16 (This change reflects the addition of the California Department of Motor Vehicles.)  
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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 January 1, 2021***, amend and/or add the signature block for the following Executive  
8 Committee Members:

9

- 10 > ***Chief Anthony Conrad, Murrieta Police Department***  
11 > ***Chief Tom Wilson, California Department of Motor Vehicles***  
12 > ***Chief Matthew L. Hamner, Banning Police Department***

13

14 (This reflects changes to the Executive Board members.)



## SIGNATURE PAGE

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Chad Bianco, Sheriff  
Riverside Sheriff's Department

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Date

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 4/21/2021  
LISA SANCHEZ DATE

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*Daniel J. Minor*, Chief  
Inland Division  
California Highway Patrol

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Date



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*Omar Watson, Chief*  
Border Division  
California Highway Patrol

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Date

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*Larry Gonzalez, Chief*  
Riverside Police Department

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Date



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***Anthony Conrad***, Chief  
Murrieta Police Department

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Date

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*George Crum*, Chief  
Cathedral City Police Department

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Date



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Michael Hestrin, District Attorney  
Riverside County

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Date

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George Mueller, Deputy Commissioner  
California Department of Insurance

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Date



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*Tom Downey*, Director of Operations  
National Insurance Crime Bureau

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Date

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*Sean Thuilliez, Chief  
Beaumont Police Department*

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*Date*

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*Tom Wilson, Chief  
California Department of Motor Vehicles*

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*Date*



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***Matthew L. Hamner, Chief  
Banning Police Department***

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***Date***