

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



**ITEM: 3.27
(ID # 18398)**

MEETING DATE:
Tuesday, September 20, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Security Improvements at Multiple Sheriff's Facilities Project – and Approval for Notice of Completion for Vincor Construction, Inc., Districts 1, 4 and 5. (Clerk to Record Notice of Completion)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Supplemental Work Order Number 089421.01 for Vincor Construction, Inc. (Vincor), in the amount of \$20,285 for the Security Improvements at Multiple Sheriff's Facilities; find that the work was integral to the Project;
2. Authorize the Chairman of the Board to execute Supplemental Work Order Number 089421.01 for Vincor on behalf of the County;
3. Accept the Security Improvements at Multiple Sheriff's Facilities Project constructed by Vincor for project tasks funded by CARES as complete and authorize the Chair of the Board to execute the Notice of Completion; and,
4. Direct the Clerk of the Board to record the attached Notice of Completion.

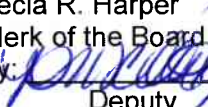
ACTION:CIP


Dennis Vrooman, Assistant Sheriff 3/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: September 20, 2022
xc: Sheriff, Recorder

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	\$ 112,500	\$ 112,500	\$ 225,000	\$ 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: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BR: 23-027

Prev. Agn. Ref.: 5/24/22

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 (3) vehicle theft investigators that the CHP provides to the RAID effort.

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



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

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.

Additional Fiscal Information

RAID staff has estimated the amount of the reimbursement to the CHP for FY2022-23 at \$112,500. Staff is reasonably confident that the FY2022-23 reimbursement budget will be adequate. Therefore, reimbursements for the two-year Agreement period are estimated at \$225,000.

Contract History and Price Reasonableness

On May 24, 2022 (Minute Order 3.25) the Board approved the current RAID agreement between CHP and the Sheriff’s Department, effective July 1, 2022, through June 30, 2024. On August 3, 2022 the State requested a change to Exhibit C of the agreement. The amended agreement has been approved as to form by County Counsel.

On March 10, 2020 (Minute Order 3.31), the Board approved the previous RAID agreement between the CHP and the Sheriff’s Department, effective July 1, 2020, through June 30, 2022..

ATTACHMENTS

- State of California Department of General Services Standard Agreement Number 2720-22R801000 (with Exhibits A-D) - 4 Copies
- RAID MOU


Rebecca S Cortez, Principal Management Analyst 9/7/2022



RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, September 20, 2022, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement 2720-22R801000 between Riverside County and Department of California Highway Patrol for providing: Reimbursement of Certain Expenses Related to its Participation in the Riverside Auto-Theft Interdiction Detail.

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

3.28

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 2720 - 22R801000	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

CONTRACTOR NAME

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

2. The term of this Agreement is:

START DATE

07/01/2022

THROUGH END DATE

06/30/2024

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 (4/2017)	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment 1	Memorandum of Understanding	29

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

PO Box 512

CITY

Riverside

STATE

CA

ZIP

92502

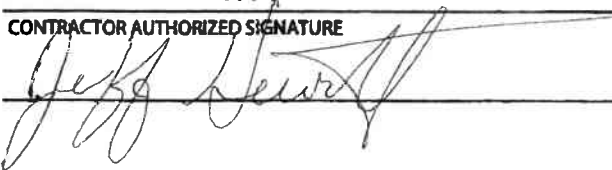
PRINTED NAME OF PERSON SIGNING

JEFF HEWITT

TITLE

CHAIR, BOARD OF SUPERVISORS


CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

SEP 20 2022

FORM APPROVED COUNTY COUNSEL

BY: 
AMRIT P. DHILLON

8/31/2022
DATE

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

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

SCO ID: 2720 - 22R801000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 2720 - 22R801000	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811


PRINTED NAME OF PERSON SIGNING

J. D. Sacconi

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

 #16097 FOR

DATE SIGNED

6/29/22

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



EXHIBIT A (Standard Agreement)

SCOPE OF WORK

- 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 Riverside Auto-Theft Interdiction Detail (RAID) Task Force provided by the CHP Inland Division as described in Attachment 1, Memorandum of Understanding.

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.

- The services shall be provided during:

The hours of duty performed by CHP officer(s) 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.

- 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</small>		<small>NAME</small>	
Lt. Lance Berns		Matthew Perez	
<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>	<small>TELEPHONE NUMBER</small>	<small>EMAIL</small>
(951) 955-2772	LBerns@chp.ca.gov	951-955-2971	Mperez2@riversidesheriff.org

Direct all inquiries to:

<small>STATE AGENCY</small>		<small>CONTRACTEE</small>	
Department of California Highway Patrol		The County of Riverside, on behalf of its Sheriff's Department	
<small>SECTION/UNIT</small>			
Business Services Section/Contract Services Unit			
<small>ATTENTION</small>			
MaDonna Young, Contract Analyst			
<small>ADDRESS</small>		<small>ADDRESS</small>	
601 N. 7 th Street Sacramento, CA 95811		PO Box 512 Riverside, CA 92592	
<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>	<small>TELEPHONE NUMBER</small>	
(916) 843-3610	(916) 322-3166	951-955-2971	



**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
PO Box 512
Riverside, CA 92502
Attn: Matthew 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 traffic control 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. The County of Riverside, on behalf of its Sheriff's Department agrees to reimburse the CHP **for the actual hours worked by CHP officers (at the overtime rate, described below)** at the time services are provided. The rates indicated in this Agreement are for estimate purpose 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, The County of Riverside, on behalf of its Sheriff's Department agrees to pay the increased rate. The following information is the CHP officer overtime rate effective Fiscal Year 21/22, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer Overtime	\$105.91 per hour
CHP Sergeant Overtime	\$128.84 per hour
CHP Automobile	\$ 1.45 per mile

- D. Anytime the CHP officer is assigned to the service location, will pay no less than four (4) hours per shift, even if the CHP officer works less than that.

If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.



GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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. (See Attachment 1, Memorandum of Understanding, Item V., Liability)~~
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.



EXHIBIT C

GENERAL TERMS AND CONDITIONS

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.



EXHIBIT C

GENERAL TERMS AND CONDITIONS

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.



EXHIBIT C

GENERAL TERMS AND CONDITIONS

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. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by or such need for repair or replacement of property arises directly from gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. 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).
8. 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) 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
9. The County of Riverside, on behalf of its Sheriff's Department agrees to provide CHP with 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, on behalf of its Sheriff's Department.



R.A.I.D.

RIVERSIDE AUTO-THEFT
INTERDICTION DETAIL

MEMORANDUM OF UNDERSTANDING





1 **MEMORANDUM OF UNDERSTANDING**

2
3 **RIVERSIDE COUNTY AUTO THEFT TASK FORCE**

4
5
6 **I. OVERVIEW**

7 In May of 1991, the Riverside County Board of Supervisors adopted a resolution pursuant
8 to California Vehicle Code Section 9250.14, specifically to fund a multi-jurisdictional,
9 countywide vehicle theft task force. The resolution was adopted unanimously which
10 resulted in an additional \$1.00 fee to be charged on each Riverside County new and
11 renewed registration. In February 2009, Assembly Bill 286 was approved by the
12 legislature and amended California Vehicle Code Section 9250.14 to ensure funding for
13 vehicle theft units such as the Riverside Auto-Theft Interdiction Detail (RAID) continued
14 through December 31, 2017. In September 2013, Assembly Bill 767 further amended
15 Vehicle Code Section 9250.14 by deleting the January 1, 2018, date of repeal, thereby
16 ensuring RAID funding would continue indefinitely, or until a later statute is passed.

17
18 Vehicle theft remains a nationwide epidemic and is still one of the most costly property
19 crimes in America. Vehicle theft continues to be widespread throughout the county and
20 requires our continuing efforts to curtail this criminal activity. It is recognized that the
21 continued existence of the RAID Task Force is a valuable resource to county law
22 enforcement agencies in their collective efforts to deter vehicle theft activity, increase the
23 apprehension and identification of the professional vehicle thief, increase the recovery of
24 stolen vehicles, and educate the citizens of Riverside County in vehicle theft prevention.

25
26
27 **II. MISSION**

28 The mission of the RAID Task Force is to reduce the incidence of vehicle theft and
29 increase the apprehension of the professional vehicle thief. The following goals and
30 directives have been set forth by the RAID Task Force Executive Committee:

31



- 1 1. **Interface with the California Highway Patrol Investigative Services Unit (Vehicle**
2 **Theft), the National Insurance Crime Bureau (NICB), the California Department**
3 **of Insurance (DOI) and all agencies within and around Riverside County for the**
4 **sharing of intelligence information related to vehicle theft.**
5
- 6 2. **Increase the number of arrests of vehicle theft suspects, particularly the**
7 **professional thieves participating in the surgical stripping, renumbering for resale,**
8 **and exportation.**
9
- 10 3. **Identify locations that are used in connection with vehicle theft offenses and take**
11 **appropriate enforcement action. These locations may include legitimate business**
12 **locations (e.g., repair/body shops and dismantlers) used for illegal activities and**
13 **the sites of “chop shop” operations.**
14
- 15 4. **Identify local trends and patterns of vehicle theft activity to be targeted by task**
16 **force investigators.**
17
- 18 5. **Increase the recovery rate of stolen vehicles in Riverside County.**
19
- 20 6. **Provide centralized repository for vehicle theft expertise, support, and**
21 **coordination for pro-active theft deterrence.**
22
- 23 7. **Provide a forum for public awareness as to vehicle theft prevention and trends**
24 **throughout Riverside County. This will be accomplished through coordination**
25 **with the local media to publicize the vehicle theft problem and task force**
26 **activities, thereby encouraging public participation while discouraging potential**
27 **vehicle thieves.**
28
- 29 8. **In cooperation with the Riverside County District Attorney; increase the number**
30 **of felony prosecutions for vehicle theft suspects, particularly the professional**
31 **thieves participation in the surgical stripping, renumbering for resale, and**
32 **exportation.**



1 **III. TASK FORCE ORGANIZATION**

2
3 **A. Executive Committee**

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

19
20 **B. Task Force Coordinator**

21 The Task Force Coordinator position will be staffed full time by a lieutenant provided by
22 the California Highway Patrol. The Coordinator will be responsible for management and
23 operational functions of the Task Force and will be directly accountable to the Executive
24 Committee for task force operations. The Coordinator's salary and benefits will not be
25 reimbursed by task force funds.

26
27 **C. Supervision**

28 The Task Force Supervisor position will be staffed by a sergeant provided by the
29 Riverside County Sheriff's Department. This sergeant will be selected by the Task Force
30 Coordinator with the input from the Sheriff's Department and concurrence of the
31 Executive Committee. The sergeant will supervise all subordinate members of the task



1 force and provide necessary input for performance evaluations to the parent agency.
2 Salary and benefits associated with the supervisor's position will be reimbursed to the
3 Sheriff's Department through task force funds.
4

5 **D. Prosecution Staff**

6 The District Attorney's Office has established a vehicle theft prosecution team funded
7 through monies collected pursuant to CVC 9250.14. This team will work directly with
8 the Task Force to provide legal review and will file cases warranting a criminal
9 compliant. All vehicle theft task force cases will be vertically prosecuted. If warranted,
10 federal prosecution will be pursued by the appropriate attorney's office.
11

12 **E. Investigators**

13 The Task Force shall be staffed by qualified investigators recommended for assignment
14 by the participating agencies. Assignment to the Task Force shall be for a minimum of
15 two (2) years. Due to the critical nature of the position, personnel recommended to the
16 Task Force will be subject to selection interviews by the Task Force Coordinator and
17 Supervisor. Consideration for placement on the Task Force is based on past job
18 performance, investigative experience, and the ability to work with others in a close, team
19 relationship.
20

21 Personnel not meeting acceptable standards of performance or refusing to comply with
22 task force policies and procedures may be removed from the Task Force and transferred
23 back to his/her department. If the Task Force Coordinator has cause to replace a member,
24 he shall discuss the issue with the parent agency. If the parent agency does not concur
25 with the decision of the Task Force Coordinator to remove and replace the task force
26 member, the issue shall be forwarded to the Executive Committee for final resolution. It
27 is agreed, however, that the resolution of operational problems at the lowest level is in the
28 best interest of the Task Force.
29

30 Salaries and benefits associated with these investigators will be reimbursed from task
31 force funds to the participating agencies. Any participation by the DOI and/or the NICB



1 in the Task Force will not be reimbursable through task force funds.

2
3 **F. Administrative Support Staff**

4 One (1) Office Assistant and one (1) Accounting and Finance staff member will be
5 assigned to the Task Force by the Sheriff's Department. These positions will support the
6 Task Force and provide clerical/technical liaison to the parent agencies. The Task Force
7 is responsible for paying seventy-five percent (75%) of the salary and benefits to the
8 Office Assistant and twelve percent (12%) of the salary and benefits to the Accounting
9 and Finance staff member.

10
11 **G. National Insurance Crime Bureau (NICB) Investigator**

12 One (1) NICB Investigator will be assigned to the Task Force as a coordinator between
13 the Task Force and NICB. All salary, benefits, overtime, per diem, and business
14 expenses for this team member will be paid by NICB and not reimbursed by task force
15 funds.

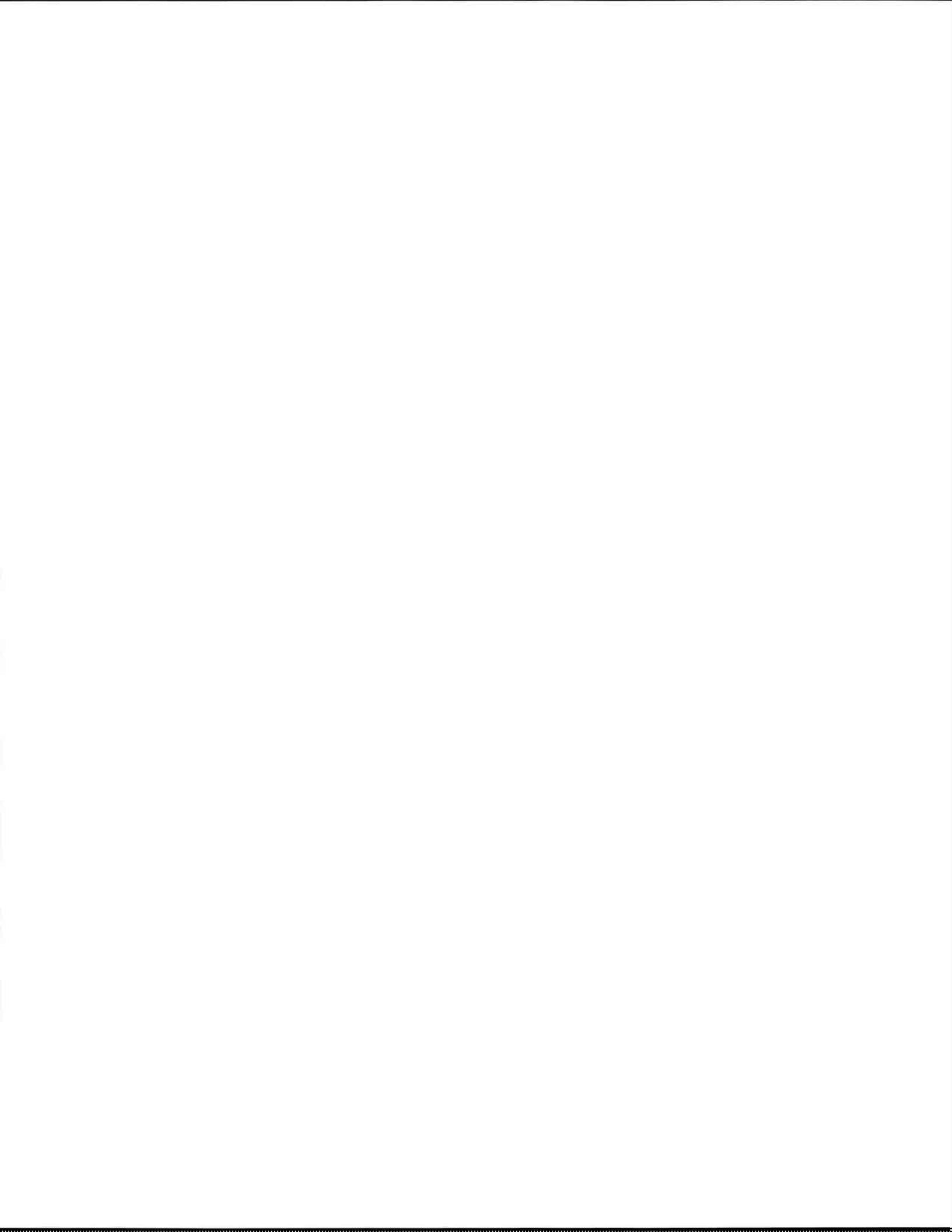
16
17 **H. California Department of Insurance (DOI) Investigator**

18 The Department of Insurance, Fraud Division, will assign one (1) investigator who will
19 work with task force investigators in investigation of fraudulent insurance claims
20 (vehicles/persons), identification of suspects, document analysis, etc. Expenses for the
21 assistance of this investigator position will not be reimbursed by task force funds.

22
23 **I. California Highway Patrol**

24 Three (3) full-time vehicle theft investigators will be provided by the California Highway
25 Patrol, two (2) from Inland Division, and one (1) from Border Division. With the
26 exception of overtime payments, all salary, benefits, per diem, and business expenses for
27 these task force members will be paid by the CHP and are not reimbursed by task force
28 funds. Temporary "interns" assigned to the Task Force will be fully compensated by the
29 CHP and not reimbursed by task force funds.

30
31



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

6

7 **J. Participating Agency**

8 For the purposes of this memorandum of understanding, a "Participating Agency" is
9 defined as any law enforcement agency which has an employee assigned specifically to
10 this task force, regardless of the status of reimbursement from allocated funds.

11



1 **IV. FISCAL PROCEDURES**

2
3 **A. Task Force Fund**

4 The Task Force fund was established pursuant to CVC Section 9250.14, and will be
5 administered by the Executive Committee. Any requests for the expenditure of funds will
6 require the approval of the Executive Committee based on a simple majority vote of
7 approval. The Task Force Coordinator will be authorized to expend an amount approved
8 by the Executive Committee for the operational needs of the Task Force. Any operational
9 needs of the Task Force exceeding this amount will require prior approval of the
10 Executive Committee.

11
12 **B. Salaries and Benefits**

13 The Task Force Coordinator, representatives from the National Insurance Crime Bureau,
14 the California Department of Insurance, and the California Highway Patrol, will not be
15 reimbursed by task force funds for salary and benefits. The salary and benefits of all
16 remaining task force members will be reimbursed to the participating departments by task
17 force funds in the amount of seventy percent (70%). Those personnel assigned to the
18 Task Force on a reimbursable basis will be paid through the payroll section of their parent
19 agency. Reimbursement, in the amount of seventy percent (70%), will then be provided
20 to the parent agency through task force funds.

21
22 Members assigned to the Task Force whose salaries are reimbursed by task force funds
23 shall be on full-time assignment to the Task Force. Administrative processing costs to
24 determine payroll by participating agencies will not be reimbursed.
25



1 **C. Participant Claims for Reimbursement**

2 RAID shall reimburse agencies at a fixed rate on a quarterly basis. Participating agencies
3 shall provide the Executive Committee with the personnel costs for salaries and benefits
4 no later than sixty (60) days prior to the start of the fiscal year on a form provided by the
5 Sheriff's Department Office of Accounting and Finance. The approved figure will
6 remain in effect for the entire fiscal year, unless the Board agrees to modify the figures.

7
8 In the unlikely event that revenues fall short of what is required for full reimbursement;
9 reimbursement shall be made on a pro rate share basis. In no event will general revenues
10 of the County be used to offset any such shortage. Reimbursement claims by task force
11 members for reimbursable travel, per diem, lodging, materials, or services shall be the
12 responsibility of the parent agency.

13
14 **D. Right to Audit**

15 Each party to this Agreement shall make available to the County of Riverside at all
16 reasonable times, its payroll and other records relating to this Agreement. The County or
17 independent auditor may audit such records and if the County determines that the
18 ineligible costs have been reimbursed, the agency shall immediately repay the amount
19 determined to be ineligible. If not repaid within thirty (30) days, the County may hold the
20 amount determined to be ineligible from future reimbursements. The parties shall
21 maintain the original copies of the required records for a period of three (3) years after the
22 date the expense is reimbursed.

23
24 The Task Force funds shall be audited at the direction of the Executive Committee. This
25 audit will normally be conducted by a private firm. The Task Force is responsible for the
26 cost of the audit and will provide for the cost during the budget cycle.

27
28 Upon request by any participating agency, all records pertaining to task force
29 expenditures will be made available for examination and audit.



1 **E. Overtime**

2 An overtime bank will be established based upon the actual employer cost of one hundred
3 and fifty (150) annual hours per employee. Reimbursement will be at the rate of thirty-
4 seven and one-half (37.5) hours on a quarterly basis, at the established rate for each
5 employee. The Task Force Supervisor, with oversight of the coordinator, will control the
6 overtime use. All overtime use will require preapproval and justification. If operational
7 necessity should exceed the one hundred and fifty (150) hour bank, each participating
8 agency agrees to absorb the costs for their respective employee. Reimbursement for
9 overtime incurred by CHP participants will be paid pursuant to a separate agreement
10 between CHP and the County of Riverside.

11
12 **F. Special Fund**

13 A special appropriation fund shall be established by the Sheriff's Department to be used
14 for operations of the Task Force. These funds shall only be used as necessary in the
15 performance of duties relating to task force activities. Such usage will be limited to
16 special and extra ordinary expenses incurred during the investigation of vehicle thefts.
17 Authorization to use these funds will be determined by the Task Force Coordinator.

18
19
20 **V. LIABILITY**

21 Each participating agency in the Task Force shall have full financial responsibility for
22 their respective investigators while assigned to the Task Force, including vehicle
23 collisions and industrial injury claims. The agency shall also be responsible for any and
24 all workers' compensation claims of their respective investigator if he/she should become
25 injured in the course and scope of his/her duties while assigned to the Task Force.
26 Riverside County, its officers, agents, and employees shall not be deemed to have
27 assumed any liability for the negligence or other actions of participating agencies or any
28 of its officers or employees; and participating agencies shall hold the County, its officers
29 and employees harmless from any and all claims and damages resulting therefrom.
30 Participating agencies and the County shall hold each other harmless from the liability for
31 acts or omissions of the other. Each party to this Agreement agrees to defend, indemnify,



1 and hold harmless the other parties to this Agreement in regard to any liability imposed
2 on the Agreeing parties due to the acts or omissions of another party's assigned
3 employee(s).

4
5
6 **VI. OPERATION LOCATION**

7 Appropriate space will be provided to house task force members and related equipment
8 by the Sheriff's Department at no cost to the Task Force. The Task Force's main office
9 will be located within the western portion of Riverside County.

10
11 A satellite office is located within the Indio CHP Area office. Investigators from the local
12 police departments and Border Division CHP will operate from this office. All costs for
13 this facility will be borne by the CHP.

14
15
16 **VII. EQUIPMENT**

17 The Task Force Coordinator will be accountable for equipment assigned to the Task
18 Force and will utilize approved Riverside County procedures for procuring, accounting
19 and safeguarding fixed assets.

20
21 **A. Vehicles**

22 If the Task Force is unable to provide a vehicle to the assigned member through task force
23 resources, participating agencies agree to provide an unmarked undercover vehicle for
24 their participants on the Task Force. Maintenance of vehicles and fuel will be paid by the
25 participating agency.



1 **B. Communications Equipment**

2 Hand-held radios and cellular telephones will be acquired in cooperation with Riverside
3 County and paid for with task force funds. The coordinator, supervisor, and each
4 investigator will be provided one (1) radio and one (1) cellular telephone. Procedures
5 will be developed to ensure proper use and accountability of this equipment.

6
7 **C. Other Equipment**

8 Other equipment including in-house covert equipment, office equipment, computers,
9 hand tools, cameras, video-cameras, etc., will be purchased with monies from the Task
10 Force fund and provided to members from the budgeted inventory. Situations requiring
11 air support, unique vehicles, or other unique items will require cooperative scheduling
12 and assistance from the members' department.

13
14 **D. Disbursement of Task Force Assets**

15 At the conclusion of the funding authorized by CVC 9250.14, all assets of this task force
16 will be distributed to the participating agencies by the Executive Committee.

17
18
19 **VIII. UNDERCOVER DOCUMENTS**

20 The use of covert identities to support or enhance undercover operations is essential.
21 This will require that investigators possess undercover California drivers' licenses and
22 other sources of identification. The procurement, utilization, and control of these
23 documents will rest with the participating agency. Investigators will be expected to bring
24 covert documents with them at the time of assignment.

25
26 **IX. ASSET SHARING**

27 Task Force operations which result in the potential for either state or federal asset
28 seizures shall be brought to the attention of the Executive Committee for a decision as to
29 whether or not an application for asset forfeiture sharing will be made pursuant to
30 appropriate state or federal law. Any forfeited funds paid to the Task Force shall be
31 retained by the Task Force for future operational expenses.



1 **X. STANDARD OPERATING PROCEDURES**

2 All Task Force members shall abide by the Standard Operating Procedures (SOP) which
3 shall be prepared by the Task Force Coordinator with the assistance of the Task Force
4 Supervisor. The completed SOP will be subject to the review and approval of the
5 Executive Committee. The SOP shall specify policies and procedures for Task Force
6 operations and shall include the following specific items:

7
8 A. In any case where the policies or procedures of the Task Force conflict with those
9 of the member's parent agency, the member shall abide by the policies of their
10 respective agency. Conflicts not resolved by the supervisor will be referred to the
11 Task Force Coordinator for resolution.

12
13 B. The investigation of officer-involved shootings shall be conducted according to
14 the RCLEAA officer Involved Shooting Protocol. This protocol will, in no event,
15 override the officer involved shooting policy of the involved participant's parent
16 agency.

17
18 Nothing precludes further investigation or concurrent investigation by an
19 investigators' parent agency. Injured personnel will be taken to the most
20 immediate and competent medical facilities available. The parent agency of the
21 involved team member will be notified of the incident immediately.

22
23 C. Any Task Force member who is involved in a traffic collision will summon the
24 law enforcement agency with jurisdiction of where the collision occurred to
25 handle the on-scene investigation. The Task Force Supervisor shall be notified as
26 expeditiously as possible. The Task Force Supervisor or the Task Force
27 Coordinator shall notify the parent agency. All policies and procedures of that
28 agency shall be adhered to.

29
30
31



1 D. Any Task Force member who is involved in a use of force incident during task force
2 operations shall notify the Task Force Supervisor as soon as practical. The Task
3 Force Supervisor or Task Force Coordinator will notify the parent agency of the use
4 of force incident. The Task Force Supervisor will assist in obtaining the required
5 information for the parent agencies use of force reporting. All use of force incidents
6 shall be noted in the arrest report.

7
8 E. Task Force member evaluations and investigations of civilians' complaints or
9 internal investigations shall be handled jointly between the assigned Task Force
10 Supervisor and the parent agency. Disciplinary actions will be approved solely by
11 the parent agency. Parent agencies will provide the name, rank, and telephone
12 number of a "liaison supervisor" that will assist the Task Force Supervisor with
13 inquiries of mutual concern.

14
15 Internal discipline problems will be addressed by the Task Force Supervisor and
16 documented when necessary. Continued failure to abide by Task Force policies
17 and procedures may result in removal from the Task Force at the recommendation
18 of the Task Force Coordinator with concurrence of the Executive Committee.

19
20 F. Task Force members shall not enter "confined spaces" including those involving a
21 clandestine laboratory unless the Task Force Supervisor trains, equips, and
22 operates the task force pursuant to Section 5157 (Permit Required Confined
23 Spaces), et seq. of Title 8 (Industrial Relations) of the California Code of
24 Regulations.

25
26 G. The release of media information regarding Task Force operations will be
27 coordinated through the Task Force Coordinator. The Task Force Coordinator
28 will apprise the Chairman of the Executive Committee of all incidents which may
29 result in significant media interest. The Executive Committee will determine
30 what course of action will be taken in releasing significant event information.



1 **XI. REPORTING**

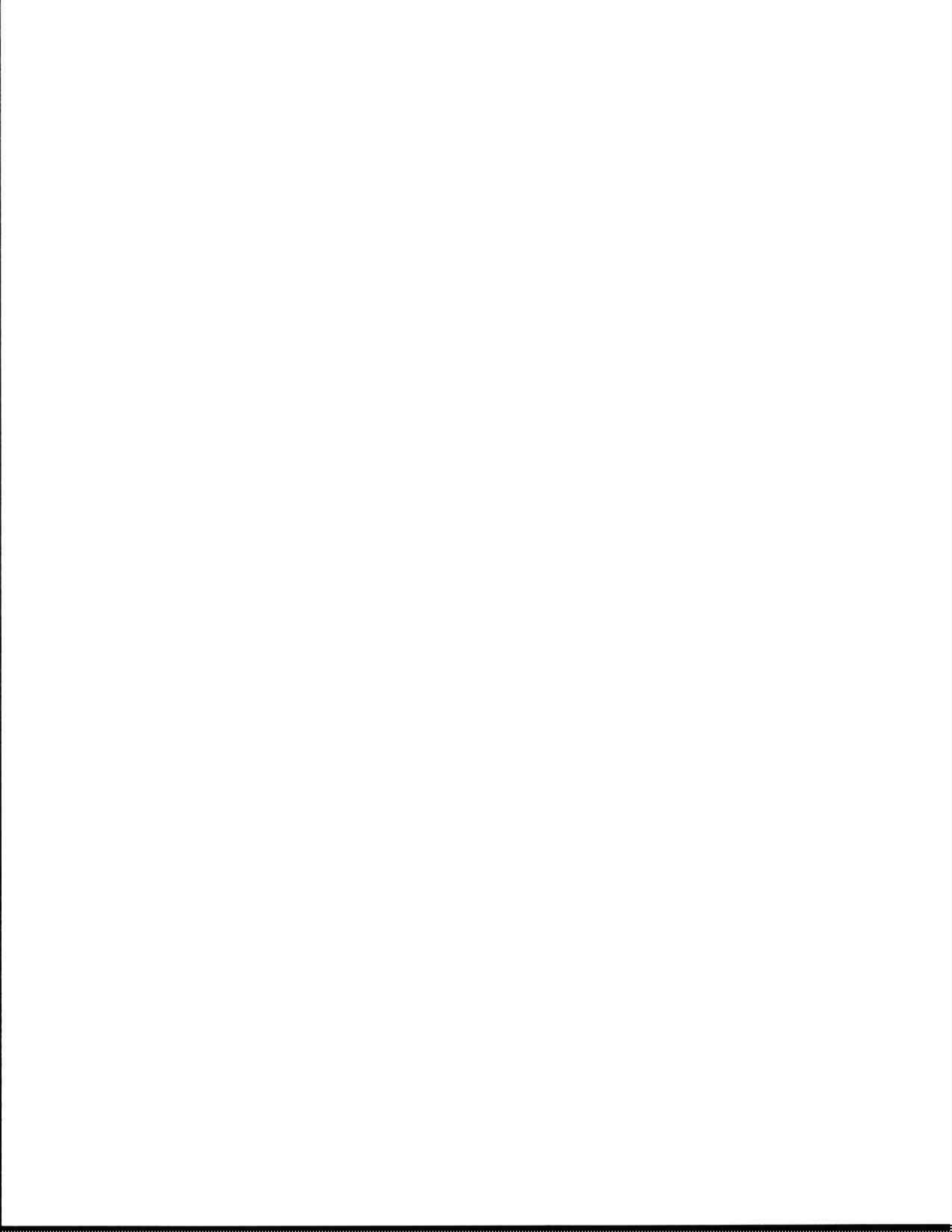
2 A. The Task Force Coordinator or his designee will be responsible for implementing
3 a reporting system which tracks team activities, statistics, and accomplishments of
4 Task Force operations. This reporting system will serve as the basis for quarterly
5 reports to the Executive Committee, as well as to ensure an accountability of
6 personnel and equipment resources.

7
8 B. The Task Force Coordinator will submit an operational report to the Executive
9 Committee on a yearly basis during the board meeting of the current calendar
10 year.

11
12 C. An annual report will be provided to the County Board of Supervisors, with
13 copies to each participating city council.
14
15

16 **XII. AMENDMENTS TO THE MOU**

17 The Executive Committee may amend any portion of the MOU by a majority vote of the
18 quorum.



1 **XIII. TERM OF AGREEMENT**

2 This agreement shall commence on January 1, 2019, and shall remain in effect until
3 December 31, 2023. As set forth in Vehicle Code Section 9250.14 (AB 767), Task Force
4 funding will continue indefinitely, or until a later enacted statute amends this section.
5 Participating agencies may elect to terminate the agreement prior to its designated
6 termination date. Any agency desiring to terminate its participation in this agreement
7 shall indicate such intent in writing to the Executive Committee. The termination shall
8 be deemed to take effect not less than thirty (30) days after receipt of the written
9 communication or upon a date established by mutual agreement
10
11

12 **XIV. SIGNATURES**

13 The undersigned state that they represent and have the authority to execute this
14 Agreement on behalf of their respective agencies and, in signing this agreement, concur
15 with and support the Riverside Auto-Theft Interdiction Detail as set forth in this
16 Agreement and for the period and purposes as stated herein.
17
18
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30



**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:**

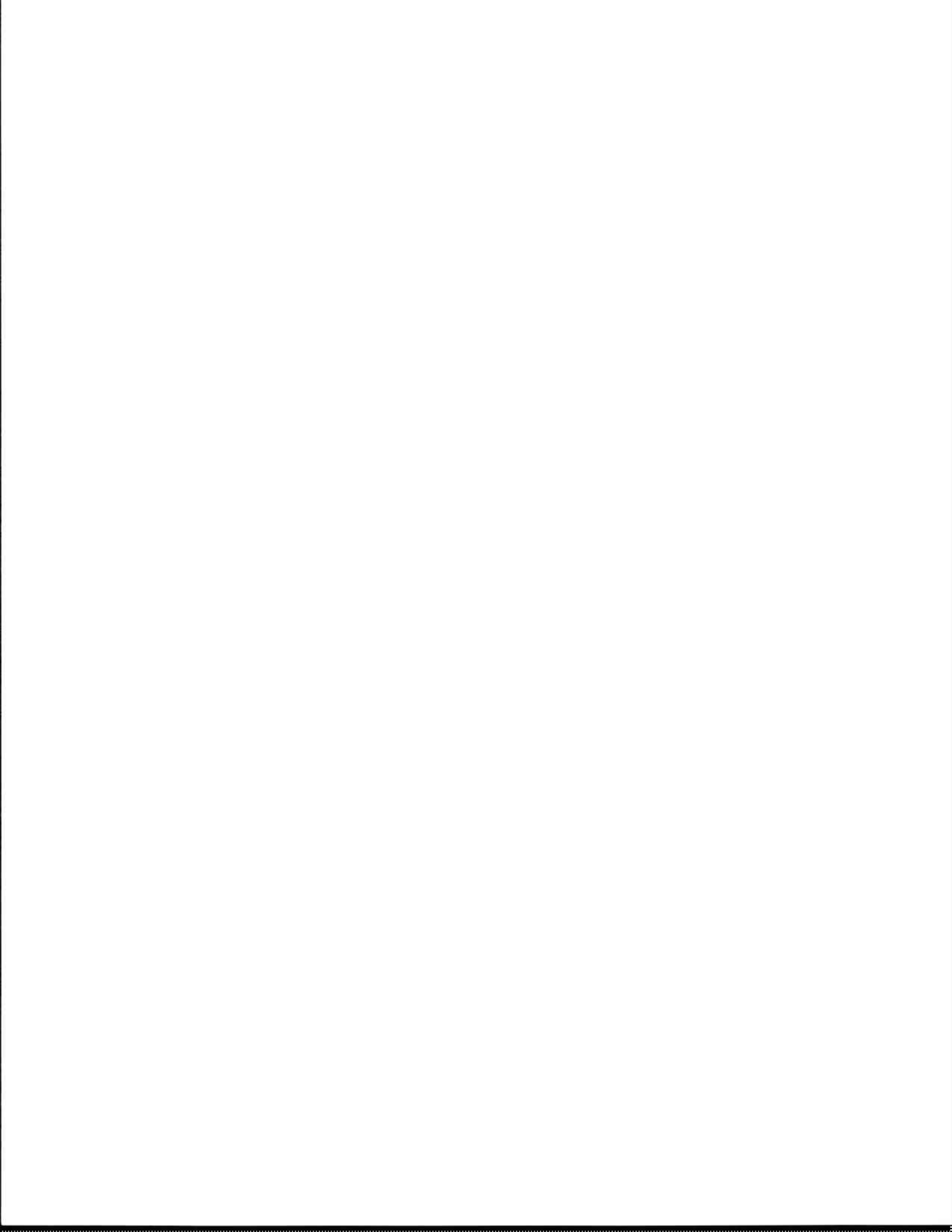
9
10 **H. California Department of Insurance (DOI) Investigator**

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 15th 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



**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**

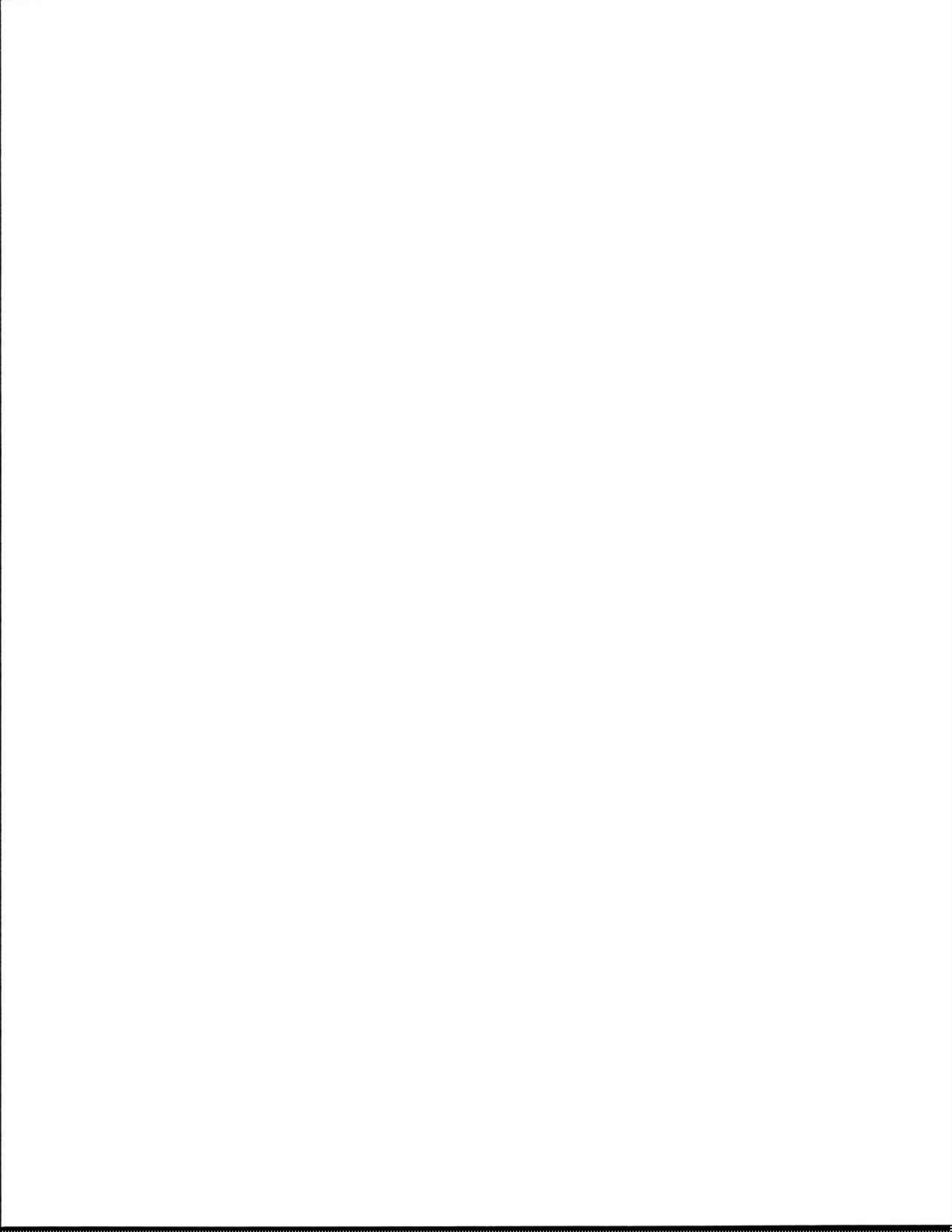
7 The Task Force Coordinator will be accountable for equipment assigned to the Task Force and
8 will utilize approved Riverside County procedures for procuring, accounting and safeguarding
9 fixed assets.
10

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:

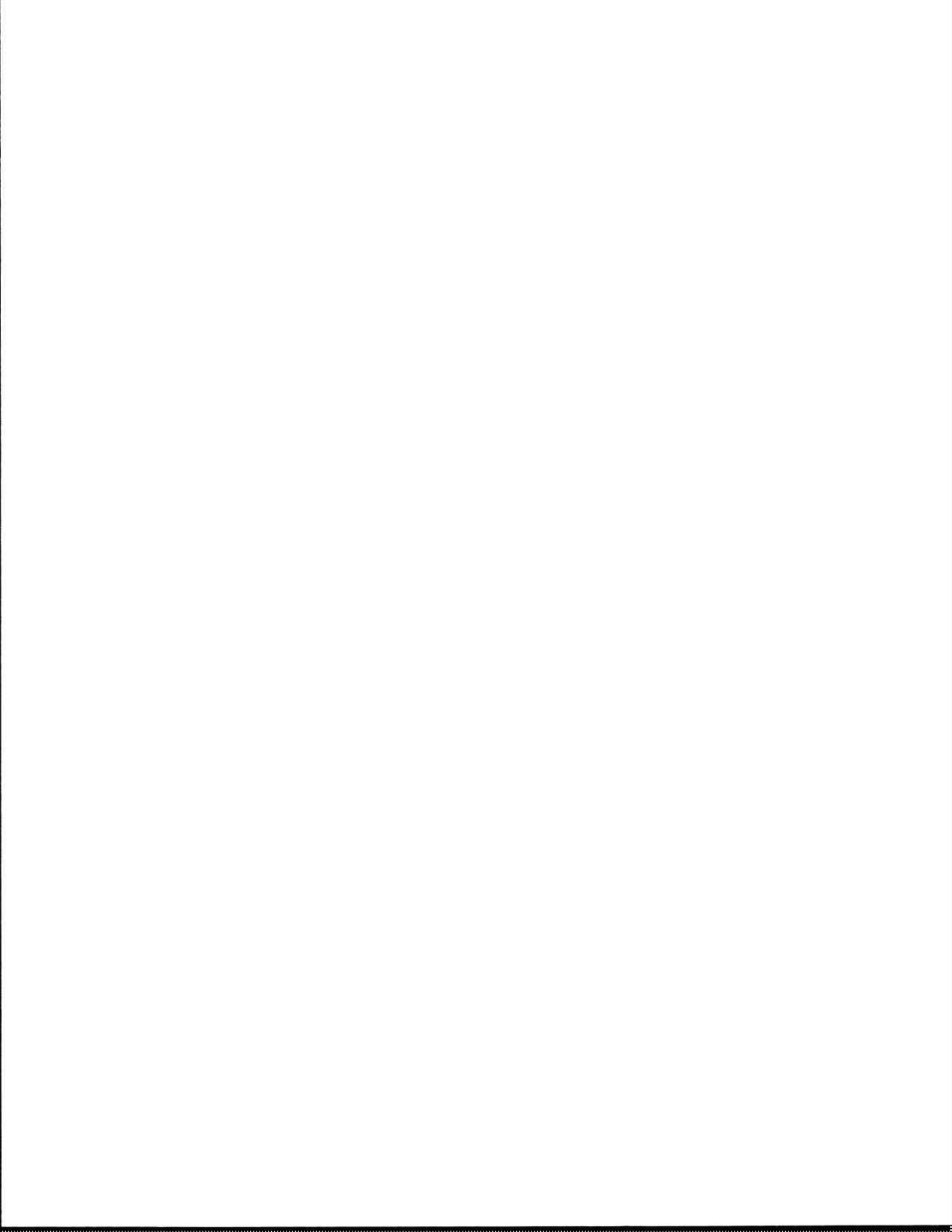
9

- 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.)



**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



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.)

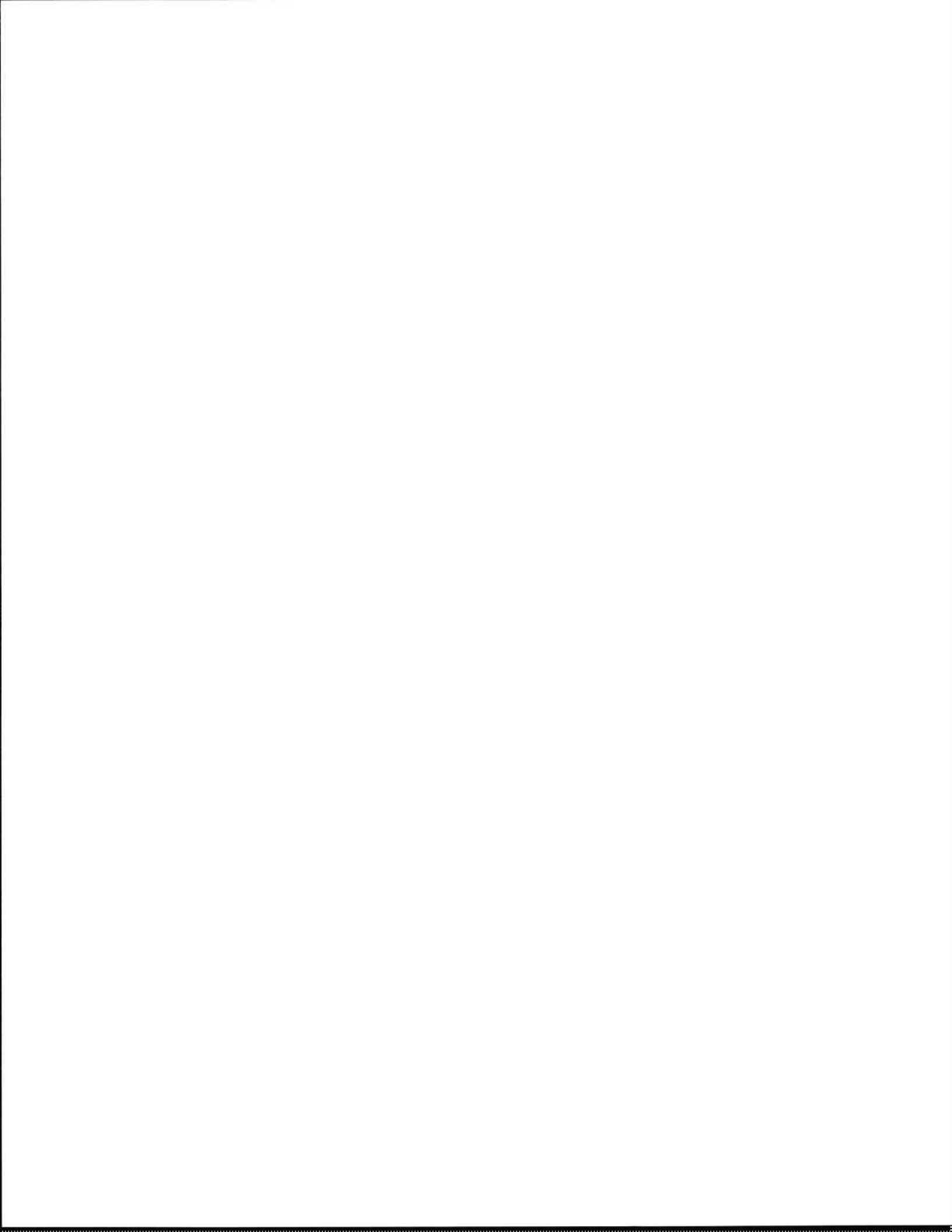
7
8 **E. Investigators**

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**

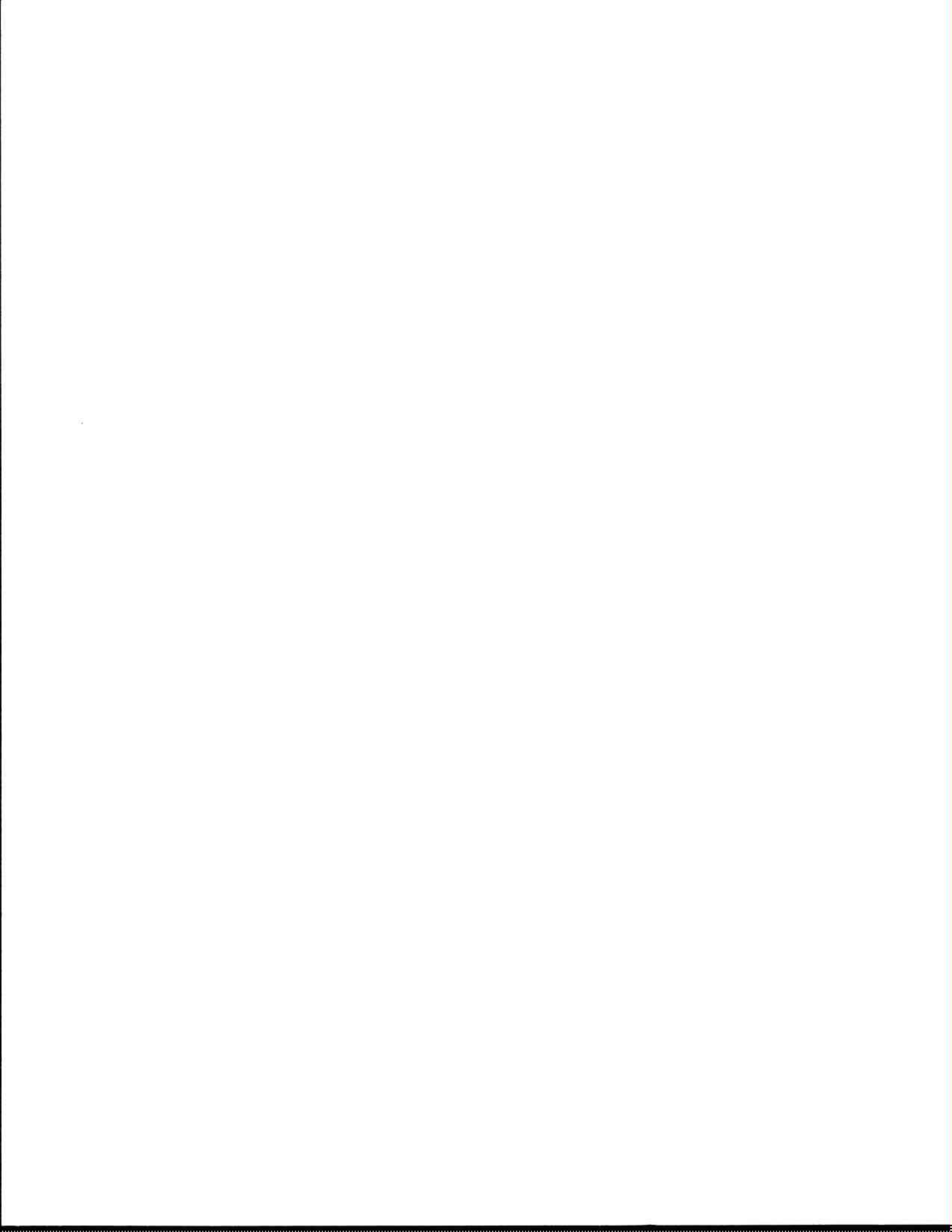
13 *Effective January 1, 2021, The California Department of Motor Vehicles, will assign one (1)*
14 *full time investigator to the Task Force. Salaries and benefits for this position will not be*
15 *reimbursed by task force funds. Overtime payments and business expenses approved by the*
16 *Task Force 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.)



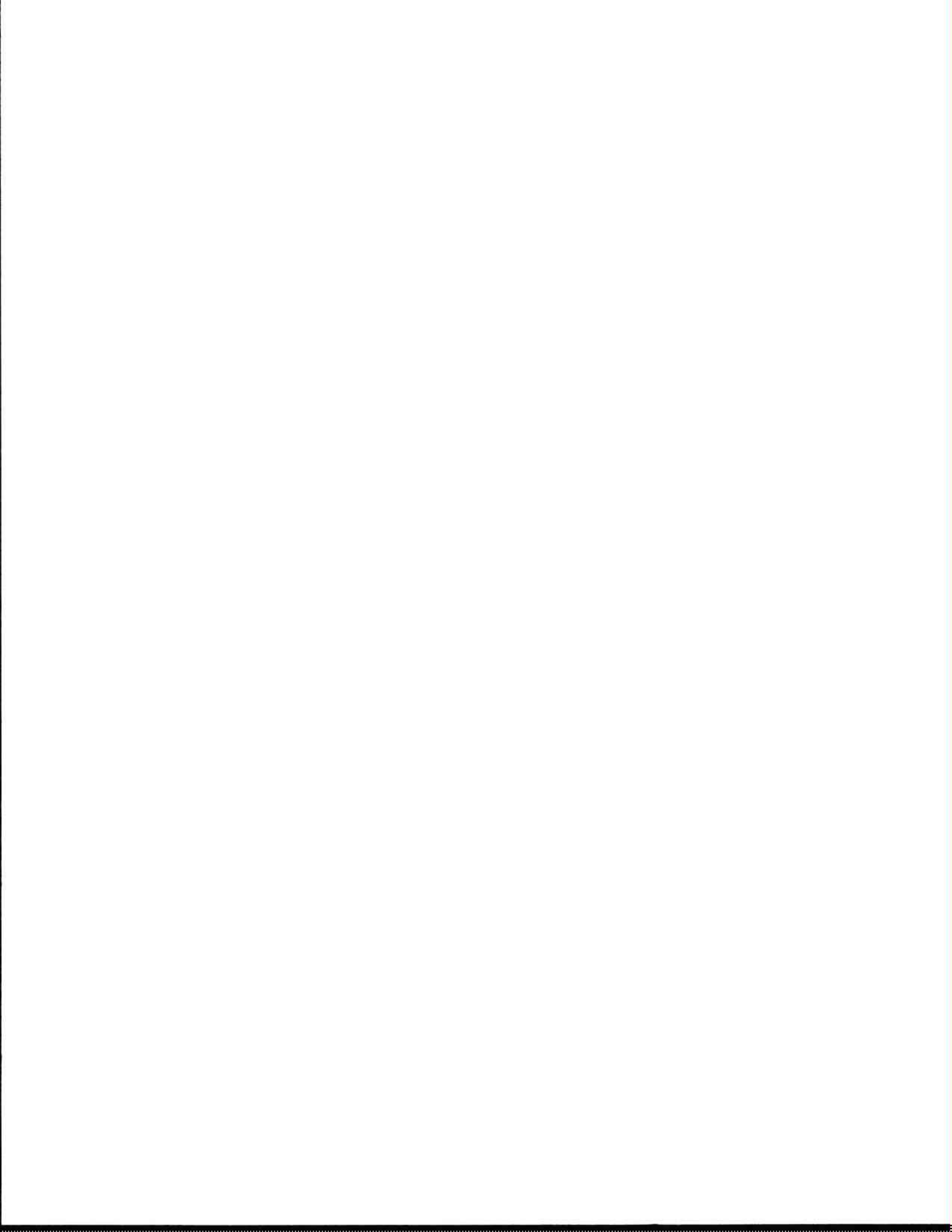
1 **Revise section IV, FISCAL PROCEDURES:**

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.)**
17
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28



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.)

