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



ITEM: 3.36 (ID # 26027) MEETING DATE: Tuesday, October 22, 2024

#### FROM : SHERIFF-CORONER-PA

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve the Five-Year Memorandum of Understanding (MOU) with Various Agencies for the Riverside Auto-Theft Interdiction Detail (RAID), All Districts [\$13,477,324– Auto Theft Interdiction Detail Sub-Fund 87%; and Sheriff's General Fund 13%]

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

- Ratify and approve the Five-Year Memorandum of Understanding (MOU) for the Riverside Auto-Theft Interdiction Detail (RAID) for a period of performance beginning January 1, 2024 through December 31, 2028, and authorize the Chair of the Board to execute the attached MOU on behalf of the County; and
- 2. Authorize the Purchasing Agent to execute agreements between the RAID Task Force and its special law enforcement team members without competitive bidding or individual approval of Sole Source justifications, when the agreements are consistent with the terms of the MOU, upon approval as to form by County Counsel and in amounts not to exceed \$11,721,743, and to authorize the Purchasing Agent to issue purchase orders consistent with those agreements.

**ACTION:**Policy

David Selevier 10/15/2024

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	October 22, 2024
XC:	Sheriff

Kimberly A. Rector Clerk of the Board By: Deput

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FINANCIAL DATA Current Fise		nt Fiscal Year:	Fiscal Year: Next Fiscal Year:		Total Cost:	Ongoing Cost	
COST	\$	3,576,289	\$	2,257,171	\$ 13,477,324	\$ 0	
NET COUNTY COST	\$	323,457	\$	331,543	\$ 1,755,581	\$ 0	
SOURCE OF FUNDS Fund – 87% & Sheriff's G			eft Int	erdiction Detail Su	Budget Adju	istment: No	
					For Fiscal Y	ear: 23/24-27/28	

C.E.O. RECOMMENDATION: Approve

#### BR: 25-024

#### Prev. Agn. Ref.: 1/07/20 3.16, 5/19/20 3.30, 5/18/21 3.15, 1/24/23 3.53

#### 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) (Minute Order 3.53). Per this Code Section, the fee must be earmarked for programs designed to enhance the deterrence, investigations, and prosecution of vehicle theft crimes. Based on the recommendation of the Riverside County Law Enforcement Administrators Association, these funds were directed in equal amounts to the Sheriff's Office and the District Attorney. The Sheriff's Office created Trust Fund 5097 (now sub-fund 11013) to account for its share.

In September 1993, the Sheriff's Office received Board approval to use the trust funds to create the Riverside Auto-Theft Interdiction Detail (RAID), a multi-jurisdictional task force. RAID interfaces with the California Highway Patrol (CHP), the California Department of Insurance (DOI), the California Department of Motor Vehicles (DMV), the National Insurance Crime Bureau (NCIB), and all law enforcement agencies in Riverside County for the sharing of information related to vehicle theft.

The Sheriff's Office is recommending that the Board ratify the RAID task force MOU, extending its original expiration date of December 31, 2023 until December 31, 2028. This MOU has been signed by representatives of the following agencies: the Sheriff's Office, California Highway Patrol (Inland and Border Divisions), the Banning, Beaumont, Murrieta, and Riverside Police Departments, the California Department of Insurance, the California Department of Motor Vehicles, and the Riverside County District Attorney.

The RAID Task Force Executive Committee consists of the Riverside County Sheriff's Office, the Inland Division CHP Chief, the Police Chiefs of the Banning, Beaumont, and Murrieta Police Departments or their designees, the California Department of Insurance, the California Department of Motor Vehicles, and the Riverside County District Attorney. Additionally, the CHP Border Division sits on the committee as a non-voting member. The Chairperson of the

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

Executive Committee is selected on an annual basis by the voting members of the Executive Committee. The Executive Committee administers the Auto Theft Interdiction Task Force sub fund. As detailed in the financial data on the preceding page, staff estimates that this sub fund will offset approximately 87% of the FY 2024/25 task force expenditures.

The MOU specifies that the Task Force Coordinator position be staffed full-time by a CHP Lieutenant. Additionally, the CHP provides three full-time theft investigators to the Task Force: two from the Inland Division and one from the Border Division. This commitment is covered under a State contract approved by the Board on May 24, 2022 (Minute Order 3.25). The Task Force sub-fund reimburses only overtime expenses for the CHP theft investigators; all other salaries and benefits will be paid by the CHP and are not covered by Task Force funds.

The Task Force sub-fund currently reimburses the Sheriff's Office for two Sergeants who supervise all subordinate members of the Task Force, an investigator, and two deputies (all at 70% reimbursement), one Senior Sheriff's Records Clerk (75% reimbursement), and one Accounting and Finance member (12% reimbursement) for administering the sub fund.

In addition, this MOU specifies a reimbursement of 70% of the salaries and benefits for straight time and full reimbursement up to 400 hours of annual overtime for municipal police investigators assigned to the Task Force. Currently, the cities of Banning, Beaumont, and Murrieta each assign one full-time investigator to the Task Force. Based on previous reimbursement trends, each of these cities has received reimbursement in excess of \$100,000 through the Task Force sub funds.

To facilitate the maximum utilization of the RAID Task Force partners and the prompt full reimbursement for their services, the Sheriff's Office and County Purchasing are again applying their general recommendation (February 26, 2019, Minute Order 3.29) that the Board exempt the Purchasing Agent from reporting special law enforcement team members as sole source Task Force partners to the Board, when identified by the RAID task force Executive Committee, and authorize the Purchasing Agent to contract with these partners in amounts approved by the Committee. Further, the Sheriff's Office recommends that this exemption extend to all Sheriff's special law enforcement team committees, wherein the Sheriff is the Director and/ or Chair.

Over the five-year term of the MOU, staff estimates that RAID expenditures will total \$13,477,324 with an offset of \$11,721,743 drawn from the Auto Theft Interdiction sub fund. Net County cost during the term would total \$1,755,581. Riverside County, with a current population of 2.45 million is projected to grow to 2.51 million by 2028, reflecting a 2.1% increase or approximately 52,000 additional residents. As a result of this anticipated population growth, an increase in vehicle registration fees is expected to begin in FY 2024/25.

#### Impact on Residents and Businesses

The continued existence of the RAID Task Force is a valuable resource to County law enforcement agencies in their collective efforts to deter vehicle theft, increase the apprehension

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

and identification of the professional vehicle thief, increase the recovery of stolen vehicles, and educate the citizens of Riverside County in vehicle theft prevention.

#### **ATTACHMENTS**

Riverside Auto-Theft Interdiction Detail - Memorandum of Understanding

Rebecca & Contez

Amrit Dhillon 10/10/2024 10/16/2024 Amrit D

TRAM. H 10/10/2024 Aaron

# RAID

RIVERSIDE AUTO-THEFT INTERDICTION DETAIL

# MEMORANDUM OF UNDERSTANDING



OCT 2 2 2024 3.36

#### I. 1 **OVERVIEW**

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In May of 1991, the Riverside County Board of Supervisors adopted a resolution pursuant 4 to California Vehicle Code Section 9250.14, specifically to fund a multi-jurisdictional, 5 countywide vehicle theft task force. The resolution was adopted unanimously which 6 resulted in an additional \$1.00 fee to be charged on each Riverside County new and 7 renewed registration. In February 2009, Assembly Bill 286 was approved by the 8 legislature and amended California Vehicle Code Section 9250.14 to ensure funding for 9 vehicle theft units such as the Riverside Auto-Theft Interdiction Detail (RAID) continued 10 through December 31, 2017. On September 29, 2012, the Governor signed Assembly Bill 11 1404 amending Vehicle Code Section 9250.14, to authorize the counties of Los Angeles, 12 San Diego, and San Bernardino to increase the vehicle license fee from one dollar (\$1.00) to two dollars (\$2.00). Subsequently, AB 767 was approved on September 6, 2013, authorizing the fee increase to all counties participating in the program and eliminating 14 15 the sunset clause of January 1, 2018, thereby ensuring RAID funding would continue 16 indefinitely, or until a later statute is passed.

Vehicle theft remains a nationwide epidemic and is still one of the costliest property crimes in America. Vehicle theft continues to be widespread throughout the county and requires our continuing efforts to curtail this criminal activity. It is recognized that the continued existence of the RAID Task Force is a valuable resource to county law enforcement agencies in their 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.

#### П. PURPOSE 26

The purpose of this Memorandum of Understanding is to establish and set forth the responsibilities of the California Highway Patrol and participating agencies as they relate to the Task Force and its activities throughout the County. This Operational Agreement stands as evidence the California Highway Patrol, the Riverside County Sheriff's Department, the Riverside County District Attorney's Office, the Banning, Beaumont, Murrieta and Riverside Police Departments, the California Department of Insurance, and the California Department of Motor Vehicles will be committed to work together toward the mutual goal of identifying, investigating, arresting, and prosecuting persons and organizations engaged in criminal vehicle theft activities impacting Riverside County.

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## III. MISSION

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3 4 5 6		increa	nission of the RAID Task Force is to reduce the incidence of vehicle theft and ase the apprehension of the professional vehicle thief. The following goals and tives have been set forth by the RAID Task Force Executive Committee:
7 8 9 10 11 12		1.	Interface with the California Highway Patrol (CHP) Investigative Services Unit (Vehicle Theft), the National Insurance Crime Bureau (NICB), the California Department of Insurance (DOI), the California Department of Motor Vehicles (DMV), and all agencies within and around Riverside County for the sharing of intelligence information related to vehicle theft.
13 14 15 16		2.	Increase the number of arrests of vehicle theft suspects, particularly the professional thieves participating in the surgical stripping, renumbering for resale, and exportation.
17 18 19 20 21		3.	Identify locations that are used in connection with vehicle theft offenses and take appropriate enforcement action. These locations may include legitimate business locations (e.g., repair/body shops and dismantlers) used for illegal activities and the sites of "chop shop" operations.
22 23 24		4.	Identify local trends and patterns of vehicle theft activity to be targeted by task force investigators.
25 26		5.	Increase the recovery rate of stolen vehicles in Riverside County.
20 27 28 29		6.	Provide centralized repository for vehicle theft expertise, support, and coordination for pro-active theft deterrence.
30 31 32 33 34 35		7.	Provide a forum for public awareness as to vehicle theft prevention and trends throughout Riverside County. This will be accomplished through coordination with the local media to publicize the vehicle theft problem and task force activities, thereby encouraging public participation while discouraging potential vehicle thieves.
36 37 38 39 40		8.	Conduct business inspections pursuant to section 2805 of the California Vehicle Code, for the purpose of investigating the title and registration of vehicles to establish the rightful ownership or possession of the vehicle or identifiable vehicle component part.
40 41 42 43 44		9.	In cooperation with the Riverside County District Attorney; increase the number of felony prosecutions for vehicle theft suspects, particularly the professional vehicle thieves, and their participation in the surgical stripping, renumbering for resale, and exportation.

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#### 2 IV. <u>TASK FORCE ORGANIZATION</u> 3

#### A. <u>Executive Committee</u>

6 The Executive Committee shall be formed to act as the Board of Directors of the county 7 Task Force. The affairs of the Task Force will be directed by the Executive Committee. 8 The voting members of the Executive Committee shall be comprised of the agencies 9 actively contributing a full-time investigator to the Task Force. The Executive committee 10 consists of the Riverside County Sheriff, the California Highway Patrol 11 Inland Division Commander, the Riverside County District Attorney's Chief of Bureau of 12 Investigations, the California Department of Insurance Enforcement Branch Deputy 13 Commissioner, the California Department of Motor Vehicles Investigation Division 14 Deputy Director, or their designees, and the Police Chiefs of the Banning, Beaumont, and 15 Murrieta Police Departments or their designees. Additionally, the California Highway 16 Patrol Border Division Commander or his/her designee will sit on the Committee as a non-voting member. Members of the Executive Committee will meet as needed and in no 17 18 event less than once a year to review task force operations and to provide direction, 19 guidance, and input. The Chairperson of the Executive Committee will be selected on an 20 annual basis by the voting members of the Executive Committee. A quorum shall consist 21 of a simple majority of the voting members of the Executive Committee, or their 22 designees, present at the time of the vote. An issue voted upon by the Executive 23 Committee shall be considered passed if there is a simple majority vote of the quorum. 24 During periods where the voting members are at an even number and a tie vote has 25 occurred, the Chairperson of the Executive Committee, or their designee, shall cast the 26 deciding vote. Committee vacancies shall be filled by majority vote of the Executive 27 Committee.

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#### B. Task Force Coordinator

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

#### C. <u>Supervision</u>

Two (2) Task Force Supervisor positions will be staffed by two sergeants provided by the
Riverside County Sheriff's Department. The sergeants will be selected by the Task Force
Coordinator with the input from the Sheriff's Department and concurrence of the
Executive Committee. The sergeants will supervise all subordinate members of the task
force and provide necessary input for performance evaluations to the parent agency.
Salary and benefits associated with both supervisor positions will be reimbursed to the
Sheriff's Department through task force funds.

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

E. <u>Investigators</u>

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

Any agency which does not staff a task force member for a period of one (1) year shall be automatically deemed a non-contributing agency unless otherwise agreed upon by the Executive Committee. If the agency is deemed a non-contributing agency, their position on the Task Force will be forfeited to an agency willing to provide a full-time investigator for Task Force operations.

27 Personnel not meeting acceptable standards of performance or refusing to comply with 28 task force policies and procedures may be removed from the Task Force and transferred 29 back to his/her department. If the Task Force Coordinator has cause to replace a 30 member, he shall discuss the issue with the parent agency. If the parent agency does not 31 concur with the decision of the Task Force Coordinator to remove and replace the task 32 force member, the issue shall be forwarded to the Executive Committee for final 33 resolution. It is agreed, however, that the resolution of operational problems at the lowest 34 level is in the best interest of the Task Force.

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

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#### Administrative Support Staff

42 One (1) Sheriff Records Clerk and one (1) Accounting and Finance staff member will be
43 assigned to the Task Force by the Sheriff's Department. One (1) Investigative
44 Technician will be assigned to the Task Force by the Riverside County District
45 Attorney's Bureau of Investigations. These positions will support the Task Force and
46 provide clerical/technical liaison to the parent agencies. The Task Force is responsible

for paying seventy-five percent (75%) of the salary and benefits to the Office Assistant and Investigative Technician, and twelve percent (12%) of the salary and benefits to the Accounting and Finance staff member.

G. <u>National Insurance Crime Bureau (NICB) Investigator</u>

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

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#### H. <u>California Department of Insurance (DOI) Investigator</u>

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

#### I. <u>California Highway Patrol</u>

Three (3) full-time vehicle theft investigators will be provided by the California Highway Patrol, two (2) from Inland Division, and one (1) from Border Division. Overtime payments and business expenses approved by the Task Force Coordinator for travel, lodging, meals, incidentals, and auto-theft related training will be reimbursed by taskforce funds. All additional salaries and benefits for these taskforce members will be paid by the CHP and are not reimbursed by task force funds. Temporary "interns" assigned to the Task Force will be fully compensated by the CHP and not reimbursed by task force funds.

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

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1 J. **California Department of Motor Vehicles (DMV) Investigator** 2 3 The California Department of Motor Vehicles will assign one (1) full time investigator to 4 the Task Force. Salaries and benefits for this position will not be reimbursed by taskforce 5 funds. Overtime payments and business expenses approved by the Task Force 6 Coordinator to include, travel, lodging, meals, incidentals, and auto-theft related training 7 will be reimbursed by taskforce funds. 8 9 K. **Participating Agency** 10 11 For the purposes of this memorandum of understanding, a "Participating Agency" is 12 defined as any law enforcement agency which has an employee assigned specifically to 13 this task force, regardless of the status of reimbursement from allocated funds. 14 V. 15 FISCAL PROCEDURES 16 17 A. **Task Force Fund** 18 19 The Task Force fund was established pursuant to CVC Section 9250.14 and will be 20 administered by the Executive Committee. Any requests for the expenditure of funds 21 will require the approval of the Executive Committee based on a simple majority vote of 22 approval. The Task Force Coordinator will be authorized to expend an amount approved 23 by the Executive Committee for the operational needs of the Task Force. Any 24 operational needs of the Task Force exceeding this amount will require prior approval of 25 the Executive Committee. 26 27 B. **Salaries and Benefits** 28

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

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

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

**Participant Claims for Reimbursement** 

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

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

#### D. **Right to Audit**

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

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

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

41 E. Overtime 42

43 At the start of each fiscal year, an overtime bank of four hundred (400) hours per 44 employee will be established. Reimbursement claims for actual task force overtime 45 hours worked may be submitted for approval by the Task Force Coordinator on a form 46 provided by the Sheriff's Department, Office of Accounting and Finance, no later than

the 15<sup>th</sup> day of the month following the end of the quarter the participant worked. These claims will be reimbursed through task force funding based on the established rate of each employee. The Task Force Supervisor, with oversight of the coordinator, will control the overtime use. All overtime use will require preapproval and justification. If operational necessity should exceed the four hundred (400) hour bank, each participating agency agrees to absorb the costs for their respective employee. Reimbursement for overtime incurred by CHP participants will be paid pursuant to a separate agreement between CHP and the County of Riverside.

#### F. **Special Fund**

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

#### 18 VI. LIABILITY 19

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

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## VII. OPERATION LOCATION

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

A satellite office will be located within the Riverside County District Attorney's, Indio office to house task force members and related equipment located within the eastern portion of Riverside County. Investigators from the nearby local police departments and Border Division CHP will operate from this office. All costs for this facility will be borne by the Riverside County District Attorney's office.

## VIII. EQUIPMENT

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

A. <u>Vehicles</u>

Vehicles acquired by the Riverside County District Attorney's (DA's) office for task force use will be through a lease agreement with the DA's office. Maintenance, equipment, and the cost of the lease will be paid for by the DA's office through Task Force funds. Fuel will be paid for by RAID through Task Force funds. Any cost outside the scope of the lease and/or the terms of the DA's Vehicle Use Agreement will be the responsibility of the participating agency.

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

#### B. <u>Communications Equipment</u>

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

### C. <u>Other Equipment</u>

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

D. Disbursement of Task Force Assets

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

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## IX. UNDERCOVER DOCUMENTS

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

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## X. ASSET SHARING

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

## 17 XI. <u>STANDARD OPERATING PROCEDURES</u> 18

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

- A. In any case where the policies or procedures of the Task Force conflict with those
   of the member's parent agency, the member shall abide by the policies of their
   respective agency. Conflicts not resolved by the supervisor will be referred to the
   Task Force Coordinator for resolution.
- 30B.The investigation of officer-involved shootings shall be conducted according to31the RCLEAA officer Involved Shooting Protocol. This protocol will, in no event,32override the officer involved shooting policy of the involved participant's parent33agency.34
  - Nothing precludes further investigation or concurrent investigation by an investigators' parent agency. Injured personnel will be taken to the most immediate and competent medical facilities available. The parent agency of the involved team member will be notified of the incident immediately.
- 40C.Any Task Force member who is involved in a traffic collision will summon the41law enforcement agency with jurisdiction of where the collision occurred to42handle the on-scene investigation. The Task Force Supervisor shall be notified as43expeditiously as possible. The Task Force Supervisor or the Task Force44Coordinator shall notify the parent agency. All policies and procedures of that45agency shall be adhered to.

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1 2		D.	Any Task Force member who is involved in a use of force incident during task
3		1.	force operations shall notify the Task Force Supervisor as soon as practical. The
4			Task Force Supervisor or Task Force Coordinator will notify the parent agency of
5			the use of force incident. The Task Force Supervisor will assist in obtaining the
6			required information for the parent agencies use of force reporting. All use of
7			force incidents shall be noted in the arrest report.
8			k
9		E.	Task Force member evaluations and investigations of civilians' complaints or
10			internal investigations shall be handled jointly between the assigned Task Force
11			Supervisor and the parent agency. Disciplinary actions will be approved solely by
12			the parent agency. Parent agencies will provide the name, rank, and telephone
13			number of a "liaison supervisor" that will assist the Task Force Supervisor with
14			inquiries of mutual concern.
15			
16			Internal discipline problems will be addressed by the Task Force Supervisor and
17			documented when necessary. Continued failure to abide by Task Force policies
18			and procedures may result in removal from the Task Force at the recommendation
19			of the Task Force Coordinator with concurrence of the Executive Committee.
20			
21		F.	Task Force members shall not enter "confined spaces" including those involving a
22			clandestine laboratory unless the Task Force Supervisor trains, equips, and
23			operates the task force pursuant to Section 5157 (Permit Required Confined
24			Spaces), et seq. of Title 8 (Industrial Relations) of the California Code of
25			Regulations.
26		C	
27		G.	The release of media information regarding Task Force operations will be
28			coordinated through the Task Force Coordinator. The Task Force Coordinator
29 30			will apprise the Chairperson of the Executive Committee of all incidents which may result in significant media interest. The Executive Committee will determine
31			what course of action will be taken in releasing significant event information.
32			what course of action will be taken in releasing significant event information.
33	XII.	DFP	ORTING
33 34	лп,	<u>KL</u> I	OKING
35		A.	The Task Force Coordinator or his designee will be responsible for implementing
36		А.	a reporting system which tracks team activities, statistics, and accomplishments of
37			Task Force operations. This reporting system will serve as the basis for quarterly
38			reports to the Executive Committee, as well as to ensure an accountability of
39			personnel and equipment resources.
40			personner una equipment resources.
41		B.	The Task Force Coordinator will submit an operational report to the Executive
42			Committee on a yearly basis during the board meeting of the current calendar
43			year.
44			
45		C.	An annual report will be provided to the County Board of Supervisors, with
46			copies to each Participating Agency.

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2	XII. T	FERM OF AGREEMENT
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4		This agreement shall commence on January 1, 2024, and shall remain in effect until
5		December 31, 2028. As set forth in Vehicle Code Section 9250.14 (AB 767), Task Force
6		funding will continue indefinitely, or until a later enacted statute amends this section.
7		Participating agencies may elect to terminate the agreement prior to its designated
8		termination date. Any agency desiring to terminate its participation in this agreement
9		shall indicate such intent in writing to the Executive Committee. The termination shall be
10		deemed to take effect not less than thirty (30) days after receipt of the written
10		communication or upon a date established by mutual agreement.
12		communication of upon a date established by mutual agreement.
	VIV	A MIENDMENTS TO THE MEMOD ANDLING OF UNDEDSTANDING
13	ALV.	AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING
14		
15		The Executive Committee may amend any portion of the MOU by a majority vote and
16		shall notify the Task Force Coordinator of any changes to this agreement.
17		
18	XV.	REPRESENTATIVE SIGNATURES
19		
20		The undersigned state that they represent and have the authority to execute this
21		Agreement on behalf of their respective agencies and, in signing this agreement, concur
22		with and support the Task Force as set forth in this Agreement and for the period and
23		purposes as stated herein.
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SIGNATURE PAGE

Daniel J. Minor, Chief Inland Division California Highway Patrol

6/26/24

Date

10 0 n

Chad Bianco, Sheriff Riverside Sheriff's Department

7/7/24 Date

Tommie Cocroft, Chief Border Division California Highway Patrol

8/7/24 Date

Larix Gonzalez Chief of Police Riverside Police Department

24 T

Date

eri

Anthony Conrad, Chief of Police Murrieta Police Department

•

7/1/24

Date

Sean Thuilliez, Chief of Police Beaumont Police Department

7/30/2024

Date

Mala Market Mark Riverside County District Attorney's Office

\_07/30/2024 Date

Eric Charlick (Jun 26, 2024 33:36 PDT)

06/26/2024

Eric Charlick, Deputy Commissioner, Enforcement Branch California Department of Insurance Page 21

Date

Christina Michel

•

8/1/2024

Date

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Christina Michel, Deputy Director, Investigation Division California Department of Motor Vehicles

Derek Thesier, Chief of Police Banning Police Department

7-30-2024 Date

nok

Chuck Washington, Chairman Riverside County Board of Supervisors

ATTEST: KIMBERLY A. RECTOR, Clerk By DEPU

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FORM APPROVED COUNTY COUNSEL 10/10/2024 DATE BY ON

OCT 2 2 2024 3.36