



Contract Number

20-688

SAP Number

## Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	John Ades, Captain
<b>Telephone Number</b>	909-387-0640
<b>Contractor</b>	Department of California Highway Patrol
<b>Contractor Representative</b>	Melissa Hall, Contract Analyst
<b>Telephone Number</b>	(916) 607-7376
<b>Contract Term</b>	01/01/2018 – 12/31/2021
<b>Original Contract Amount</b>	\$325,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$325,000
<b>Cost Center</b>	4430002385

**Briefly describe the general nature of the contract:**

Agreement with the California Highway Patrol (CHP) for reimbursement costs up to \$325,000 associated with its participation in the San Bernardino County Auto Theft Task Force (SANCATT) for the period of January 1, 2018 through December 31, 2021.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Richard D. Luczak, Deputy County Counsel

Date

8/17/2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

John Ades, Captain

Date

8/17/2020

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

17R801000

PURCHASING AUTHORITY NUMBER (if applicable)

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

San Bernardino County Sheriff's Department

2. The term of this Agreement is:

START DATE

01/01/2018

THROUGH END DATE

12/31/2021

3. The maximum amount of this Agreement is:

\$325,000.00 (Three 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
Exhibit D	Special Terms and Conditions	1
Attachment 1	Memorandum of Understanding	14

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 [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

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.)

San Bernardino County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS

655 E. 3rd Street

CITY

San Bernardino

STATE

CA

ZIP

92408

PRINTED NAME OF PERSON SIGNING

Curt Hagman

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

AUG 25 2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

P.O. Box 942898

CITY

Sacramento

STATE

CA

ZIP

94298

PRINTED NAME OF PERSON SIGNING

R. E. Sidley

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

10.9.2020

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER <b>17R801000</b>	PURCHASING AUTHORITY NUMBER (if applicable)
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

**APPROVED**  
**NOV 21 2020**  
BK:skb  
OFFICE OF LEGAL SERVICES  
DEPT. OF GENERAL SERVICES

EXEMPTION, IF APPLICABLE

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
By   
Deputy



**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

**17R801000**

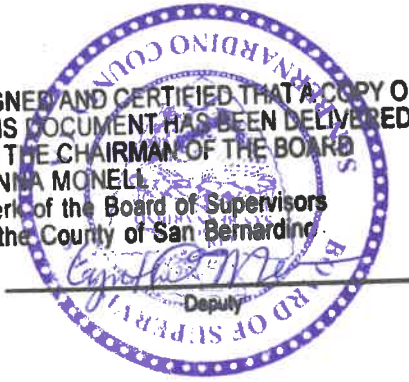
PURCHASING AUTHORITY NUMBER (if applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

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LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_



**EXHIBIT A  
 (Standard Agreement)**

**SCOPE OF WORK**

1. Contractee agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with Task Force Participation in the San Bernardino County Auto Theft Task Force (SANCATT) provided by the CHP Inland Division office 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.

2. 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 San Bernardino County Sheriff's Department.

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

STATE AGENCY	
Department of California Highway Patrol	
NAME	
Lt. Royal Johnson, SANCATT Coordinator	
TELEPHONE NUMBER	EMAIL
(909) 388-4898	<a href="mailto:rjohnson@chp.ca.gov">rjohnson@chp.ca.gov</a>
Direct all inquiries to :	

STATE AGENCY	CONTRACTEE	
Department of California Highway Patrol	San Bernardino County Sheriff's Department	
SECTION/UNIT	SECTION/UNIT	
Business Services Section/Contract Services Unit		
ATTENTION	ATTENTION	
Inland Division Contract Analyst	Carolyn Bondoc, Financial Manager	
ADDRESS	ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001	655 E. 3 <sup>rd</sup> . Street, San Bernardino, CA 92408	
TELEPHONE NUMBER	TELEPHONE NUMBER	EMAIL
(916) 843-3610	(909) 387-3743	<a href="mailto:cbondoc@sbcasd.org">cbondoc@sbcasd.org</a>

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. The CHP shall provide County of San Bernardino with an itemized invoice which details all CHP costs for task force participation under this Agreement. Itemized invoices will be submitted in duplicate to:

San Bernardino County Sheriff's Department  
655 E. 3<sup>rd</sup> Street  
San Bernardino, CA 92408

Attn: Carolyn Bondoc, Financial Manager  
Phone: (909) 387-3743

San Bernardino County Sheriff's Department agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the services contained herein, San Bernardino County Sheriff's Department agrees to reimburse the CHP upon receipt of an itemized invoice. San Bernardino County Sheriff's Department agrees to reimburse the CHP for the **actual hours worked** at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, San Bernardino County Sheriff's Department agrees to pay the increased rate. The following information is the CHP officer overtime rates effective Fiscal Year 17/18, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$90.45

**EXHIBIT C  
(Standard Agreement)**

**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**: Both parties agree that either party, 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. Parties agree 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. Parties agree 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, Parties agree 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
6. **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.
7. **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.

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS (continued)**

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.

8. **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.

9. **TIMELINESS:** Time is of the essence in this Agreement.

10. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

11. **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



**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS (continued)**

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.

**12. 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.

**13. 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.


**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS (continued)**

14. **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).)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> San Bernardino County Sheriff's Department		<i>Federal ID Number</i> 95-6002748
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Curt Hagman, Chairman, Board of Supervisors		
<i>Date Executed</i> AUG 25 2020	<i>Executed in the County of</i> San Bernardino	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification:

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP and San Bernardino County 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 San Bernardino County Sheriff's Department, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. 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.
5. The San Bernardino County 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 San Bernardino County Sheriff's Department.
6. The terms and conditions of this Standard Agreement shall only apply to the parties of this Standard Agreement and transactions executed as a result of this Standard Agreement.

**MEMORANDUM OF UNDERSTANDING**  
**SAN BERNARDINO COUNTY AUTO THEFT TASK FORCE**

**January 1, 2018**

**(Revised with Amendment #2)**

**I. OVERVIEW**

Vehicle theft has become the most costly of all property crimes, and is an American epidemic. It impacts over four million Americans each year at a cost exceeding \$10 billion. This represents almost half (48%) of the dollar loss of all crimes combined. California led the nation in 1994 with approximately 300,000 vehicle thefts, 40,000 of which were never recovered. During this same year in San Bernardino County, a total of 20,311 vehicles were stolen at a cost to the citizens of almost \$122 million. While vehicle thefts decreased statewide in 1994 by 4.4%, in San Bernardino County during the same time period they increased by 10.1%.

In an effort to combat this growing crime problem, and to address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14). As stated, this bill authorizes the County Board of Supervisors to impose a \$1 fee on all vehicles registered in the County at the time of registration renewal, to enhance the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

In May of 1995, the San Bernardino County Board of Supervisors adopted a resolution pursuant to Vehicle Code Section 9250.14 specifically to fund a multi-jurisdictional vehicle theft task force. The resolution was adopted unanimously and results in an additional \$1.00 fee to be charged on each San Bernardino County new and renewal vehicle registration. The fee increase is scheduled to begin effective October 1, 1995 and will be continuously appropriated, without regard to fiscal years.

On September 29, 2012, the Governor signed Assembly Bill 1404 amending Vehicle Code Section 9250.14, to authorize the counties of Los Angeles, 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 the sunset clause of January 1, 2018. In order to impose this fee increase, a county board of supervisors must adopt a resolution requesting collection of the fee and submit it to the Department of Motor Vehicles six months prior to the fee taking effect.



On June 16, 2015, the Board of Supervisors for the County of San Bernardino adopted Resolution No. 2015-96, electing to receive funds under Vehicle Code Section 9250.14.

## II. MISSION STATEMENT

To reduce the incidence of vehicle theft and increase the apprehension of the professional vehicle thief, the San Bernardino County Auto Theft Task Force will accomplish the following:

1. Interface with the California Highway Patrol (CHP) Investigative Services Unit (Vehicle Theft), Department of Motor Vehicles (DMV), Department of Insurance (DOI), Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and all agencies within San Bernardino County for the sharing of intelligence information related to vehicle theft.
2. Increase the number of arrests of vehicle theft suspects, particularly the professional thieves participating in the surgical stripping, renumbering for resale, and exportation.
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."
4. Identify local trends and patterns of vehicle theft and car-jacking activity to be targeted by task force investigators.
5. Increase the recovery rate of stolen vehicles in San Bernardino County.
6. Provide centralized repository for vehicle theft expertise, support, coordination, and information data base.
7. In cooperation with the San Bernardino County District Attorney, increase the number of felony prosecutions for vehicle theft suspects, particularly the professional thieves participating in the surgical stripping, renumbering for resale, and exportation.
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.

9. Provide a forum for public awareness relating to vehicle theft prevention and trends throughout San Bernardino 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.

### III. TASK FORCE ORGANIZATION

#### A. Executive Committee

The Executive Committee will consist of the Sheriff of San Bernardino County, the Inland Division CHP Commander, the San Bernardino County District Attorney's Chief of Investigations, the DMV Investigations Deputy Chief, the DOI Division Chief, and the Police Chiefs of San Bernardino, Fontana, and Rialto.

Members of the Executive Committee will meet semi-annually, or as necessary, to review task force operations and to provide direction, guidance, and input. The Chairperson of the Executive Committee will be selected on an annual basis by the voting members of the Executive Committee. Committee business will be conducted by majority vote, provided a quorum of the committee is present and voting. A quorum is defined as a minimum of three voting members.

#### B. Task Force Coordinator

The Task Force Coordinator's position will be staffed full time by a lieutenant provided by the CHP. The Coordinator will be responsible for management responsibilities of the task force and will be directly accountable to the Executive Committee for task force operations. Salaries and benefits will be paid by the CHP and will not be reimbursed from the task force fund.

#### C. Supervisors

The two Task Force Supervisor positions will be staffed by a sergeant provided by the San Bernardino Police Department and a supervising district attorney investigator provided by the San Bernardino County District Attorney's Office. These positions will be selected by the sergeant/supervisor's parent agency and the Task Force Coordinator with concurrence of the Executive Committee.

The sergeant/supervisor 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 the San Bernardino Police Department sergeant position will be reimbursed from the task force fund to the parent agency. Salaries and benefits associated with the supervising district attorney investigator position will not be reimbursed from the task force fund.

#### D. Prosecution Staff

The District Attorney's Office has established a vehicle theft prosecution team funded through money 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 complaint. All vehicle theft task force cases will be vertically prosecuted. If warranted, federal prosecution will be pursued by the appropriate attorney's office.

#### E. Investigators

The task force shall be staffed by qualified investigators recommended for assignment by the participating agencies. The task force will be composed of personnel from the following agencies:

- California Highway Patrol – 1 Lieutenant, 3 Investigators
- San Bernardino Police Department -1 Sergeant, 2 Investigators
- San Bernardino County District Attorney – 1 Supervisor, 2 Investigators, and 1 Investigative Tech-III
- San Bernardino County Sheriff's Department – 2 Detectives
- National Insurance Crime Bureau (NICB) – 1 Special Agent
- Department of Insurance – 1 Investigator
- Department of Motor Vehicles – 1 Investigator
- Fontana Police Department – 1 Investigator
- Rialto Police Department – 1 Investigator

Assignment to the task force will be for a minimum of two 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 Supervisors. Consideration for placement on the task force is given based on past job performance, investigative experience, and the ability to work with others in a close, team relationship.

Personnel not meeting acceptable standards of performance or refusing to comply with task force policies and procedures may be removed from the task force and transferred back to his/her department. If the Task Force Coordinator has cause to replace a member, he/she shall discuss the issue with the parent agency. If the parent agency does not concur with the decision of the Task Force

Coordinator to remove and replace the task force member, the issue shall be forwarded to the Executive Committee for final resolution. It is agreed, however, that the resolution of operational problems at the lowest level is in the best interest of the task force.

Salaries and benefits associated with these investigators will be reimbursed from the task force fund to the participating agencies. The reimbursement percentage will be determined by the Executive Committee. Any participation by the CHP, DMV, DOI, FBI, District Attorney's Office and NICB in the task force will not be reimbursable through the task force funds.

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

#### F. Administrative Support Staff

One Office Specialist and one Fiscal Support position will be provided by the Sheriff's Department and assigned to the task force. These positions will support field and staff operations, and will provide clerical liaison to the parent agencies. The salary for Fiscal Support position will be fully reimbursed from the task force fund. The salary for the Office Specialist will be fully reimbursed from the District Attorney's Office through money collected pursuant to CVC 9250.14.

#### G. National Insurance Crime Bureau (NICB) Investigator

One full time 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 the task force fund.

#### H. Department of Insurance

One full time DOI Investigator will be assigned to the task force as an investigator. With the exception of travel, per diem, and overtime expenses, all salary and benefits for this team member will be paid by DOI and not reimbursed from task force funds. A vehicle will be provided by the DOI.

#### I. California Highway Patrol

Three full time vehicle theft investigators will be provided by the CHP. With the exception of travel, per diem and overtime expense, all salary and benefits for these team members will be paid by the CHP and will not be reimbursed from task force funds.

**J. San Bernardino County District Attorney's Office**

One full time Supervising District Attorney Investigator, one full time Investigator, and one full time Investigative tech-III will be assigned to the task force. All salary, benefits, overtime, per diem, business expenses, and vehicle expenses for both team members will be paid by the District Attorney's Office and not reimbursed by the task force fund. Vehicles will also be provided by the District Attorney's Office.

**K. Department of Motor Vehicles**

One full time DMV Investigator will be assigned to the task force. With the exception of travel, per diem, and overtime expenses, all salary and benefits for this team member will be paid by DMV and not reimbursed from task force funds. A vehicle will be provided by the task force.

**L. Participating Agency**

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

**IV. FISCAL PROCEDURE**

**A. Task Force Fund**

The task force fund, established pursuant to CVC Section 9250.14, will be administered by the San Bernardino County Sheriff's Department. Requests for the expenditure of funds will require the approval of the Executive Committee based on a simple majority vote of approval. The Task Force Coordinator will be authorized to expend an amount approved by the Executive Committee for the operational needs of the task force. Any operational needs of the task force exceeding this amount will require prior approval of the Executive Committee.

Each quarterly payment received from the State Controller's Office shall be set aside by the task force accountant into a single account to pay salaries and operating expenses. Such expenditures shall be itemized and be part of the fiscal budget which has been approved by a majority of the Executive Committee. Any funds not expended shall be kept in reserve in the event future expenses exceed anticipated revenues.

## **B. Salaries and Benefits**

The Task Force Coordinator, personnel from the NICB, DOI, CHP, DMV, and the San Bernardino County District Attorney's Office will not be reimbursed by the task force fund for salary and benefits. The salary and benefits of all remaining task force members will be reimbursed to the participating agencies by the task force fund.

The percentage at which participating agencies are reimbursed for personnel salaries and benefits will be determined by the Executive Committee. Approved overtime, per diem and business related expenses will be fully reimbursed for all task force personnel (excluding task force members from the San Bernardino County District Attorney's Office) by the task force fund.

Those personnel assigned to the task force on a reimbursable basis will be paid through the payroll section of their parent agency. Reimbursement will then be provided to the parent agency by the task force fund. It shall be the responsibility of the Task Force Coordinator to institute a system of checks and balances whereby the hours of each participant will be authorized and audited for accuracy. This information will be reported to the agencies' appropriate time keeper, with a copy submitted to the San Bernardino County Sheriff's Department accountant. The Task Force Coordinator will also retain a copy of this record.

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

Participating agencies will be reimbursed at a rate of 100%. This reimbursement rate will remain in effect until changed by Executive Committee Members.

## **C. Participant Claims for Reimbursement**

Participating agencies shall request reimbursement for task force members' regular salaries, benefits, overtime, business expenses and per diem from the task force fund and will be reimbursed after DMV fees for that quarter have been deposited. Reimbursement will only be made based on actual hours of program participation. Reimbursement claims by task force members for reimbursable travel, per diem, lodging, materials, or services shall be approved by the Task Force Coordinator and submitted on an approved claim form to the members' parent agency. Requests for reimbursement from the parent agency shall be submitted to the San Bernardino County Sheriff's Department no later than the 15th day of the month following the end of the quarter the participant worked. It will be the responsibility of the task force accountant to develop a format for claiming expenses with appropriate back-up detail information and to provide a sample of the document to the parent agency. This

document will then be used by each participating agency for claiming any expenses incurred as a result of participation in the task force. Payment of the claim will be processed within 30 days of receipt of invoice. In the unlikely event that revenues fall short of what is required for reimbursement, reimbursement shall be made on a prorate share basis. In no event will general revenues of the County of San Bernardino be used to offset any such shortage.

**D. Right to Audit**

Each party to this Agreement shall make available to the County of San Bernardino, 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 ineligible costs have been reimbursed, the agency shall immediately repay the amount determined to be ineligible. If not repaid within 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 years after the date the expense is reimbursed.

Task force funds shall be audited at the direction of the Executive Committee. This audit will normally be conducted by a private firm. The cost of the audit will be paid from the task force fund.

**E. Overtime**

An overtime bank will be established based upon the actual employer cost of 400 annual hours per employee. Reimbursement will be at the rate of 100 hours on a quarterly basis, at the established rate for each employee. In the event a task force member is unable to use the allotted overtime hours (100 hours) during a specific quarter, the excess hours may be used during subsequent quarters.

The Task Force Supervisors with oversight of the coordinator will control the overtime use. Controls and accountability will be in place, and all overtime use will require pre-approval and justification.

If operational necessity should exceed the 400-hour bank, each participating agency agrees to absorb the costs for their respective employee.

**F. Indirect Costs**

The County of San Bernardino, through the Sheriff's Department, receives and is the Financial Administrator for all source funds for the San Bernardino County Auto Theft Task Force. As such, a significant amount of management time will be required for the administration of the funds. Costs associated with the administration of these funds will be reimbursed to the San Bernardino County Sheriff's

Department. Requests for reimbursement of administrative costs will be subject to approval by the Executive Committee.

#### G. Confidential Fund

A Confidential Fund shall be established for use by the San Bernardino County Auto Theft 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 extraordinary expenses incurred during the investigation of vehicle thefts. Authorization to use these funds will be determined by the Task Force Coordinator and will conform to standards and policies established for the San Bernardino Sheriff's Department. The Confidential Fund will be funded from task force revenues and will normally not exceed a balance of \$5,000. Any increase in the Confidential Fund balance will be approved by the Executive Committee.

#### V. LIABILITY

Each participating agency in the San Bernardino County Auto Theft Task Force shall have full financial responsibility for their respective investigators while assigned to the task force, including industrial injury claims, vehicle accidents, and third party claims for monetary damages arising from vehicle accidents and other alleged torts. Additionally, the agency shall also be responsible for any and all workers' compensation claims of their respective investigator if he/she should become injured in the course and scope of his/her duties while assigned to the task force. San Bernardino County, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence of participating agencies or any of its officers or employees; and participating agencies shall hold the County, its officers and employees harmless from any and all claims and damages resulting therefrom. Participating agencies and the County shall hold each other harmless from the liability for negligent 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 negligent acts or omissions of another party's assigned employee(s).

#### VI. OPERATION LOCATION

Appropriate space will be provided to house task force members and related equipment by the San Bernardino Police Department at no cost to the task force. The task force main office will be located at 710 North D Street, San Bernardino CA 92401.



## **VII. EQUIPMENT**

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

### **A. Vehicles**

The NICB has agreed to provide vehicles at no cost for use by task force investigators. In the event the task force is unable to provide a vehicle to the assigned member through task force resources, participating agencies agree to provide this equipment.

General maintenance and fuel costs of vehicles assigned to the Task Force will be paid by the Task Force fund. Fuel and general maintenance costs provided by participating agencies will be reimbursed by the Task Force fund; certification of fuel amounts and costs will be required. These reimbursements will be paid from invoices submitted to the San Bernardino County Sheriff's Department. Such claims will be approved for payment by the Task Force Coordinator.

### **B. Communications Equipment**

Hand-held radios will be purchased in cooperation with the Sheriff's Automotive Section and paid for by the task force fund. The Coordinator, supervisor, and each investigator will be provided with a radio and cellular telephone. Procedures will be developed to ensure proper use and accountability of this equipment.

### **C. Other Equipment**

Other equipment including in-house covert equipment, office equipment, computers, hand tools, cameras, video cameras, and the like, will be purchased or leased with monies from the task force fund and provided for use by task force investigators.

Situations requiring air support, unique vehicles, or other unique items will require cooperative scheduling and assistance from the member departments.

### **D. Disbursement of Task Force Assets**

At the conclusion of the funding authorized by CVC 9250.14, all fixed assets of this task force will be distributed to the participating agencies by the Executive Committee. As required by law, any unused funds will be returned to the State Controller's office.

### **VIII. UNDERCOVER DOCUMENTS**

The use of covert identities to support or enhance undercover operations is essential. This will require that investigators possess undercover California driver 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 time of assignment.

### **IX. ASSET FORFEITURE SHARING**

Task force operations which result in the potential for either State or Federal asset seizures shall be brought to the attention of the Task Force Coordinator for a decision as to whether or not an application for asset forfeiture sharing will be made pursuant to appropriate State or Federal law. Allocation of any forfeited funds will be determined by the Executive Committee.

### **X. STANDARD OPERATING PROCEDURES**

All task force members shall abide by the Standard Operating Procedures Manual (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 his or her own agency. Conflicts not resolved by the supervisor will be referred to the Task Force Coordinator for resolution.
- B. The investigation of officer involved shootings shall be conducted by the law enforcement agency having jurisdiction over the area of occurrence. Vehicle accidents will also be handled by the agency having jurisdiction at the location at which the accident occurs. Nothing precludes further investigation or concurrent investigation by the officer's parent agency. Additionally, the Task Force Coordinator will ensure that the parent agency of the involved officer has been notified.

Injured personnel will be taken to the most immediate and competent medical facilities available. The officer's parent agency will be immediately notified of any injury to their personnel.

- C. Task force member evaluations and investigations of citizens' complaints or internal investigations shall be handled jointly between the assigned Task Force Supervisor and the parent agency when task force assignment is an issue. Disciplinary actions against investigators will be approved solely by the parent agency. Internal discipline problems will be addressed by the Task Force Supervisor and documented when necessary. Continued failure to abide by task force policies and procedures may result in the removal of an investigator from the task force. Requests for removal will be made upon the recommendation of the Task Force Coordinator with concurrence of the Executive Committee. Parent agencies will provide the name, rank, and telephone number of a "liaison supervisor" that will assist the Task Force Coordinator and Supervisor with inquiries of mutual concern.
- D. The release of media information regarding task force operations will be coordinated through the Task Force Coordinator. The Task Force Coordinator will apprise the Chairman of the Executive Committee of all incidents which may result in significant media interest. The Executive Committee will determine what course of action will be taken in releasing significant event information.

## XI. REPORTING

- A. The Task Force Coordinator will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments of task force operations. This reporting system will serve as the basis for quarterly reports to the Executive Committee as well as to ensure an accountability of personnel and equipment resources.
- B. The Task Force Coordinator will submit an operational report to the Executive Committee on a quarterly basis within 20 days following the end of each calendar quarter.
- C. An annual report will be provided to the County Board of Supervisors, with copies to each participating agency.

## XII. AMENDMENTS TO THE MOU

The Executive Committee may amend any portion of the MOU, in writing only, by way of the voting procedure established in Section III A. above for the conduct of committee business.

**XIII. TERM OF AGREEMENT**

This agreement shall commence on January 1, 2018 and, pursuant to CVC 9250.14, shall remain in effect until which time a later enacted statute terminates task force operations and/or funding. Participating agencies may elect to terminate the agreement prior to its designated termination date. Any agency desiring to terminate its participation in this agreement shall indicate such intent in writing to the Executive Committee. The termination shall be deemed to take effect not less than 30 days after receipt of the written communication or upon a date established by mutual agreement.

**XIV. SIGNATURES**


The undersigned state that they represent and have the authority to execute this Agreement on behalf of their respective agencies and, in signing this agreement, concur with and support the San Bernardino County Auto Theft Task Force as set forth in this Agreement and for the period and purposes as stated herein.



Eric McBride  
Acting Chief of Police, City of San Bernardino

5-29-19

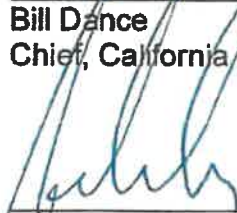
Date



Bill Dance  
Chief, California Highway Patrol

6-11-19

Date



John McMahon  
Sheriff, County of San Bernardino

6-28-19

Date



Eric Hopley  
Chief of Investigations  
San Bernardino County District Attorney's Office

7/23/2019

Date



George Mueller  
Deputy Commissioner  
Department of Insurance

9/17/2019

Date



Tom Wilson  
Chief, Investigations Division  
Department of Motor Vehicles

9/4/19

Date



William Green  
Chief of Police, City of Fontana

Date



Mark Kling  
Chief of Police, City of Rialto

8/20/2019

Date