

MEMORANDUM OF UNDERSTANDING
Between

**RIVERSIDE COUNTY DISTRICT
ATTORNEY'S OFFICE**
And
**CATHEDRAL CITY POLICE
DEPARTMENT**

This Memorandum of Understanding (**MOU**) is entered into by the Riverside County District Attorney's Office (RCDAO) and Cathedral City Police Department.

MISSION STATEMENT

RCDAO has created the Real Estate Fraud (REF) Task Force more effectively respond to REF throughout the County of Riverside. The Task Force will be represented in all three major regions of Riverside County, East (Indio), Central (Riverside) and Southwest (Murrieta). The REF Task Force focuses exclusively on the detection, investigation, and prosecution of real estate fraud, in whatever form that fraud may take. The REF Task Force also provides forensic components of investigation (computer and accounting), training and technical assistance, victim services, and community education.

The mission of the REF Task Force is to: (1) properly investigate and prosecute those who commit real estate fraud, in whatever form that fraud may take; (2) provide training to those involved in investigating and prosecuting real estate fraud; and (3) educate and update the public, including those in the real estate industry, on real estate fraud by focusing on current fraud trends, and provide information on "How to Avoid" these fraud schemes. This public outreach will include information regarding available services and resources to administer assistance and counseling to those who have fallen victim to the schemes.

OVERVIEW

Representatives from Cathedral City Police Department will be housed with and partner with Riverside County District Attorney personnel to include District Attorney Investigators (DAI), Investigative Technicians (IT) Deputy District Attorneys (DDA), Fraud Document Examiners (FDE), Forensic Accountants, Paralegals, and related management staff. Salaries, benefits and overtime for REF Task Force personnel shall be the responsibility of RCDAO, and will be paid via the Real Estate Prosecution Trust Fund. RCDAO shall provide REF Task Force members all office and investigative equipment and supplies necessary to conduct investigations, prepare investigative reports, testify in court, or otherwise assist with the prosecution of a case. All other expenses, including vehicle expenses, shall be the responsibility of the participating agency.

PURPOSE

The purpose of this MOU is to formalize the working relationship between the RCDAO and Cathedral City Police Department, as well as to delineate the

responsibilities and expectations of the relevant parties. By signing this MOU, Cathedral City Police Department agree to join the REF Task for the primary purpose of vigorously and properly detecting, investigating and prosecuting real estate fraud. By joining this Task Force, Cathedral City Police Department will benefit from the Real Estate Prosecution Trust Fund resources, joint operations, and extensive training opportunities.

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that RCDAO shall together with Cathedral City Police Department combines the maximum available resources to effectively investigate real estate fraud throughout the County. All agencies believe that implementation of the Real Estate Fraud (REF) Task Force will further this goal. To this end, each agency agrees to participate, during the period of July 1, 2015 through June 30, 2016, by coordinating/providing the services described below.

RCDAO and Cathedral City Police Department commit to the following:

1. Provide representatives to sit on the REF Task Force Executive Board;
2. The REF Task Force Executive Board shall meet bi-monthly to discuss strategies, timetables, and implementation of mandated services and/or receive a monthly report;
3. Provide appropriate personnel to the REF Task Force Teams ;
4. Participate in joint law enforcement activities to identify, investigate and apprehend those persons committing real estate fraud;
5. Participate in a joint public education campaign to educate and keep both the public and real estate community updated on all issues related to real estate fraud;
6. The REF Task Force shall be funded via the Real Estate Prosecution Trust Fund by the Riverside County District Attorney's Office pursuant to Government Code section 27388;
7. Salaries, benefits, and overtime for all personnel assigned to the REF Task Force by participating agencies shall be the responsibility of the Riverside County District Attorney's office, and shall be paid via the Real Estate Prosecution Trust Fund;
8. All office and investigative equipment and supplies required by the REF Task Force to conduct investigations, prepare investigative reports, testify in court, or otherwise assist with the prosecution of a case shall be the responsibility of RCDAO and shall be paid via the Real Estate Prosecution Trust Fund;
9. The REF Task Force shall make investigators designated as Task Force members available for applicable specialized training provided via RCDAO,

the California District Attorneys' Association, or other appropriate training programs. The REF Task Force Commander will review and approve training requests and provide funding for training when appropriate and funds are available. All training must receive approval prior to attending the class to be considered for reimbursement.

10. All other expenses of personnel from Cathedral City Police Department assigned to the REF Task Force, including vehicle expenses, shall be the responsibility of the participating agency.
11. RCDAO shall be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of personnel assigned to the REF Task Force;
12. All REF investigations will be conducted by sworn law enforcement investigators assigned to the REF Task Force. Investigations will follow guidelines established by RCDAO's policy manual or guidelines. All REF investigations will be a cooperative effort with the on-going input and guidance of assigned DDAs, and investigative decisions will be a joint process guided by RCDAO standards;
13. Seized evidence and any other related forfeiture will be handled in a manner consistent with the RCDAO's policies;
14. The REF Task Force shall submit monthly statistics to the Supervising DOA of the REF Unit relating to all investigations and prosecutions of real estate fraud. These statistics shall be submitted in a format developed by RCDAO by the 10th day of each month, and shall include narratives and data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.
15. The Supervising DOA of the REF Unit shall compile the submitted statistics for submission to the Executive Board and to the Board of Supervisors, in compliance with Government Code section 27388;
16. Administration of the Real Estate Prosecution Trust Fund shall be the responsibility of RCDAO.
17. In pursuit of this MOU, the parties shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the other party. Due to this independent capacity, Cathedral City Police Department, its officers, agents or employees, shall have absolutely no right to employment or benefits rights that are available to RCDAO employees. RCDAO, its officers, agents or employees, shall have absolutely no right to employment or benefits rights that are available to the <participating agencies> employees.

LIABILITY

Each of the Parties to this Memorandum of Understanding is a public entity. RCDAO and Cathedral City Police Department, to the extent that liability may be imposed on the parties by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either party, their employees or representatives, performance or omission or any act or responsibility of either party under this MOU. All immunities available to the Parties as a government entity under the laws of the State of California shall apply in performing the services under this MOU.

The REF Task Force is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency in the REF Task Force shall be considered the agent of other participating agencies.

NOTICES

Any notice, requests, invoices or reports required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, transmitted electronically via internet/email or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth herein or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

Contact information for purposes of notice in compliance with this MOU is as follows:

Riverside County District Attorney, Michael Hestrin, 3960 Orange Street, Riverside, CA 92501

Cathedral City Chief of Police, George Crum, 68700 Avenida Lalo Guerrero, Cathedral City, CA 92234

TERMINATION

Either party may terminate this MOU with thirty (30) days written notice with or without cause to the address provided herein.

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of real estate fraud will be held in the strictest confidence, and will only be shared with participating REF Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

GENERAL PROVISIONS

Binding. Once this MOU is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Compliance With Law. Each party shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matters herein.

Waiver. The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provisions of this MOU may be waived unless in writing and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Headings. The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

Severability. The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

Interpretation. The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Extent of MOU and Certification of Authority. Each party acknowledges that they have read and fully understand the contents of this MOU and is fully authorized to execute it. This MOU represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be modified only by written instrument duly authorized and executed by both parties.

We, the undersigned, as authorized representatives of the indicated agencies, do hereby approve this document.

Michael Hestrin, District Attorney

George Crum, Chief of Police