

## **RIVERSIDE COUNTY DISTRICT ATTORNEY CANNABIS REGULATION TASKFORCE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into as of July 4, 2018, by the Riverside County District Attorney's Office (DAO) and the Undersigned Federal, State, County and/or City Public Protection and Law Enforcement Agencies and Departments (Partner Agencies).

### **MISSION STATEMENT**

DAO has created the countywide Cannabis Regulation Task Force (CRTF) in response to the vast growth of Cannabis Dispensaries throughout Riverside County to ensure the uniform and effective enforcement of the new laws and regulations in place as of January 2018, following the Passage of Proposition 64, on November 9, 2016. CRTF will be represented in all three major regions of Riverside County, East (Indio), Central (Riverside) and Southwest (Murrieta).

The CRTF focuses exclusively on regulation enforcement, unfair business practices, environmental impact, state and local licensing, and the detection of illegal Cannabis grows and dispensary sales outside of county, cities and state laws and the prosecution of these cases, including any related fraud or criminality such as utility and water theft, intellectual property crimes, real estate fraud and tax fraud. The CRTF also provides forensic components of investigation (computer and accounting), law enforcement training and technical assistance, victim and victim-restitution support services, and related public education for communities, businesses, neighborhoods and schools. Through multi-jurisdictional public safety partnerships and multidisciplinary investigative techniques, the CRTF will identify, investigate, apprehend, and prosecute, civilly and/or criminally, those persons and illicit businesses committing consumer, environmental, regulatory, and criminal offenses related to fraudulent and unfair business practices, which both threaten the public safety and undermine legitimate state and local Cannabis businesses.

### **OVERVIEW**

Representatives from the undersigned federal, state, county and/or city Public Protection/Law Enforcement Agencies/Departments (Partner Agencies) shall work under the direction of the Riverside County District Attorney's Office (DAO), and will partner with DAO personnel to include District Attorney Investigators (DAI), District Attorney Investigative Technicians (IT), Deputy District Attorneys (DDA), District Attorney Fraud Document Examiners (FDE), District Attorney Forensic Accountants (FA), District Attorney Paralegals (PL), and related support and management staff. The salaries, benefits, overtime, vehicle, and all other unspecified costs and expenses of CRTF personnel shall be the sole responsibility of the Partner agency. DAO shall provide CRTF members needed office supplies, investigative equipment and support to prepare their investigative reports, to testify in court, and to assist with the prosecution of a civil or criminal case. DAO shall fund investigative equipment and supplies identified by the Taskforce as necessary to conduct CRTF investigations.

## **PURPOSE**

The purpose of this MOU is to formalize the working relationship between the DAO and the undersigned Partner Agencies, as well as to delineate the responsibilities and expectations of all parties. By signing this MOU, the undersigned Partner agrees to join the CRTF for the primary purpose of vigorously detecting, investigating and prosecuting, in accordance with controlling authority, Cannabis Dispensary fraud and related offenses, including Cannabis grows operating outside of county, cities and state laws. By joining the CRTF, Partners will benefit from the Consumer Prosecution Trust Fund resources, expertise, joint operations, and training opportunities. The parties' relationship under the provisions of the CRTF shall not constitute an independent entity, agency or authority for purpose of lawsuit or any other purpose.

## **ORGANIZATIONAL STRUCTURE**

### **A. Formation**

1. Interested law enforcement agencies and departments are encouraged to select experienced sworn detectives for assignment to the taskforce. Detectives with strong backgrounds in fraud or other areas that support the mission of the CRTF are preferred.
2. Interested Public Protection Agencies/Departments are encouraged to select experienced non-sworn specialists and/or like personnel that support the mission of the CRTF.
3. Each agency will consult with the DAO before finalizing the agency personnel assigned to the taskforce. The DAO reserves the right of final approval over all allied agency staff recommended for assignment to the task force. At the discretion of the DAO, CRTF members who are not performing to the standards of the CRTF will be removed from the task force and returned to their agency.

### **B. Composition/Space**

1. CRTF Task Force Members (TFM) will consist of sworn law enforcement detectives (Investigators) and non-sworn public protection agency personnel (Specialists).
  - a. Each Law Enforcement Partner agency should provide a minimum of one full-time assigned Investigator.
  - b. Each non-sworn Partner agency should provide a minimum of one full-time and or part time assigned specialist as agreed by the DAO.
  - c. DAO will provide the assistance of a Deputy District Attorney and other support personnel as needed.
2. The main base of operations will be provided by the DAO, although other facilities may be utilized as needed. CRTF TFMs will maintain their workspace within their own respective agencies/departments. However, full time members of the CRTF will report to the DAO Riverside Office or other designated locations as directed by the CRTF Supervision. Part time CRTF members will report regularly to the DAO Riverside office. Part and full time CRTF members will meet to discuss planning and progress in

their investigative efforts and to protect confidentiality of investigations and prosecutions addressed by the CRTF.

### **C. Direction/Supervision**

1. The DAO shall direct and lead investigative efforts and operations of the CRTF. CRTF Partner agencies acknowledge that the CRTF is a joint operation in which all agencies act cooperatively in the work and operations of the Taskforce. Selected CRTF Investigators and Specialists shall be available to work on specific taskforce cases identified within Riverside County.
2. Responsibility for the conduct of the individual CRTF members, both personally and professionally, shall remain with their respective agency/department heads.
3. DAO retains sole authority to remove a Partner taskforce member at any time, with two (2) weeks notice to Partner agency supervision.
4. The DAO shall designate one Supervising DA Investigator (SDAI) to direct the overall management and administrative control of the CRTF:
  - a. The SDAI shall be responsible for 1) the day-to-day operation of the CRTF and 2) coordination with supervisory staff from all Partner agencies.
  - b. The SDAI shall maintain communication with the Partner agencies regarding investigative efforts and prosecutorial decisions.
  - c. The SDAI will provide performance feedback to the Partner agency employee's supervisor so that appropriate performance appraisals can be prepared in a timely manner.

### **D. Coordination**

1. Partner agencies and TFM's agree to not knowingly act unilaterally on any investigation being conducted by the CRTF without first coordinating with the DAO;
2. Partner agencies agree that investigative matters being handled by the CRTF shall not knowingly be subject to non-CRTF or non-DAO intelligence, law enforcement, or operational efforts by the Partner agency or TFM.
3. Partner agencies and TFM's agree that intelligence, law enforcement, and operations will be coordinated and cooperatively carried out within the CRTF.
4. Partner agencies agree that clearing house organizations, such as LACLEAR, will be utilized to avoid duplicate investigations and to deconflict potential jurisdictional and officer safety issues with an agency of primary jurisdiction, or any other law enforcement agency, who have identified investigative interests in persons or locations.

### **E. Investigative Exclusivity**

1. Partner agencies agree that matters being investigated by the CRTF will not knowingly be subject to non-CRTF law enforcement or regulatory efforts by any of the participating agencies/departments;
2. Partner agencies agree that investigations initiated prior to the commencement of the CRTF will not be designated to be handled by the CRTF without prior consent of the participating agencies/departments;

3. It is incumbent upon each Partner agency and TFM to make proper internal notification regarding the CRTF's existence and areas of concern.

## **OPERATIONS**

### **A. Case Information and Management**

1. Case information shall be directed to the SDAI responsible for the direction of the overall management and administrative control of CRTF.
2. The SDAI will oversee the prioritization and assignment of leads and the related investigative activity. Leads will be assigned to investigators and/or specialists based on experience, training, performance and expertise.
3. Information accepted by the CRTF will be consistent with the stated mission of the CRTF.
4. CRTF Partner agencies may participate in joint public education campaign activities as requested by DAO.

### **B. Staff Briefings**

1. CRTF members shall meet bi-monthly for up to one (1) hour to receive internal briefings on CRTF investigations and to discuss strategies, timetables, and implementation of mandated services including collection and reporting of statistical data for monthly reports.
2. Designated Partner agency supervision and/or management, CRTF support personnel and DDA may be consulted and/or invited to attend staff briefings.

### **C. Case Files and Reports**

1. A case file will be opened and maintained by the DAO for all cases accepted by the CRTF. All investigative reporting will be prepared in accordance with existing DAO Bureau policy, the California Public Records Act and as otherwise provided by law. Where appropriate, respective Investigator's or Specialist's departmental forms may be attached to appropriate DAO forms as part of the case file record.
2. The DAO is responsible for being the agency of record for CRTF reporting activity and all records will be subject to DAO record retention.
3. CRTF members shall submit monthly statistics to the SDAI relating to all investigations and prosecutions of Cannabis Dispensary Fraud and other related offenses. These statistics shall be submitted, in a format to be developed, on 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.
4. All non-confidential statistical information, as determined by the SDAI shall be made available to Partner agency supervision on the 30<sup>th</sup> day of each month.
5. The SDAI shall compile the submitted statistics for submission to the Executive Board and to the Board of Supervisors, in compliance with Government Code section 17200, as appropriate.

#### **D. Evidence**

1. All physical evidence acquired from CRTF investigations will be maintained pursuant to the California Rules of Evidence and RCDAO Bureau of Investigation policy and as provided by law. In some instances, evidence may be booked and stored at Partner agency facilities pending prosecution. In those instances, policies of the Partner agency will be applied to the storage and processing of evidence in accordance with California Rules of Evidence and as provided by law.
2. Copies of any digital evidence (including but not limited to photos, video body worn camera footage) and paper or electronic documentation evidence acquired in a CRTF case should also be provided, in a format acceptable to DAO, to the SDAI of CRTF, as soon as practicable.
3. All other evidence should be processed and maintained in accordance with an RCDAO Bureau policies and Procedures.
4. TFM's are required to complete their own agency documentation, as appropriate to efficiently document the link between evidence stored by the Partner agency and any related CRTF case.

#### **E. Undercover Operations**

1. All CRTF undercover operations shall be conducted and reviewed in accordance with the rules and policies of the DAO. The DAO UC policy will be available at the DAO for partner agency and/or TFM review. When operations require, the designated CRTF Deputy District Attorney will be consulted for legal advice and warrant review.

#### **F. Confidential Informants and Cooperating Witnesses**

1. All CRTF proffer interviews and immunity agreements done in furtherance of CRTF investigations shall comply with DAO policies and procedures, and CRTF Partner agencies shall consult with the designated CRTF DDA prior to entering into or offering any proffer interviews or immunity agreements;
2. DAO policies and procedures for operating informants (CIs) and cooperating witnesses (CWs) shall apply to all CRTF informants and CWs in furtherance of CRTF investigations, Documentation of, and any payments made to, CRTF CIs/CWs shall be in accordance with DAO and DAO Bureau of Investigations policies and procedures;
3. An informant file shall be maintained for all CIs/CWs utilized by the CRTF. This file shall contain all information furnished to the CRTF, as well as information concerning any payments or recommendations for payments or any other consideration, express or implied, which have been made to the CI/CW. Deviation from this policy shall only be considered after timely consultation with both the SDAI and DDA designated to the CRTF, and review by DAO executive management. The DAO informant, interview, investigative funding, and immunity policies will be available at the DAO for partner agency and/or TFM review.

#### **G. Confidentiality**

1. Partner agencies agree that any confidential information pertaining to ongoing investigations of Cannabis Dispensary Fraud and other related

regulatory, civil and criminal offenses shall be held in the strictest confidence, and will only be shared with CRTF members, Partner agency supervision/department heads, or other law enforcement agencies as necessary, or as otherwise permitted by federal and/or state law.

2. Partner agencies agree that any CRTF evidence, cases, or investigations, presented before a Grand Jury for inquiry and/or possible Indictment shall be confidential and held in the strictest confidence within the CRTF members and Partner agency supervision/department head, or as permitted by federal and/or state law.
3. Partner agencies understand that Grand Jury proceedings are statutorily confidential and that CRTF members must keep such evidence, cases, investigations, and testimony before the Grand Jury confidential, unless and until, an Indictment is unsealed. (Penal Code sections 924, 924.2, 938, 938.1); Partner agencies further agree not to release post-unsealing information until the CRTF has coordinated a public release of this information in conjunction with Partner agency supervision.

#### **H. Brady Compliance**

1. DAO policies and procedures for *Brady* compliance shall apply to all CRTF investigations and prosecutions.
2. CRTF members and Partner agencies agree to adhere to DAO policies, procedures and notification protocols set forth in the most recent Riverside County Law Enforcement Prosecution Team *Brady* Compliance Protocol.

#### **I. Media Relations and California Public Records Act Requests**

1. All relations or contacts with the media, to include requests, responses, releases, and comments, pertaining to the CRTF and its operations, investigations, arrests or prosecutions, shall be coordinated through DAO.
2. All Partner agencies will take part in press conferences.
3. Information for release on Partner agency social media and/or media releases and/or press conferences will be reviewed and mutually agreed upon by all Partner agencies prior to publication or release.
4. Partner agencies and TFM's will be informed to not give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and DAO.
5. All California Public Records Act requests pertaining to the CRTF and all participating agency responses thereto, will be coordinated through the DAO to provide consistency and to ensure all appropriate legal exemptions are asserted, and if appropriate, defended by DAO.

#### **J. Equipment**

##### **a. Vehicles**

1. CRTF members are expected to use their agency vehicles for official CRTF business in accordance with applicable agency and/or county rules and regulations. The assignment of a DAO owned or leased vehicle to a CRTF member will require the execution of a separate Vehicle Use Agreement through the SDAI with DAO Administrative Approval. Participating agencies agree that DAO vehicles will not be used to transport passengers unrelated to CRTF business.

2. The DAO will not be responsible for any civil liability arising from the use of an DAO leased or owned vehicle by a CRTF member while engaged in any conduct other than his or her official duties and assignments under this MOU.
3. The DAO will not be responsible for any tortious act or omission on the part of a CRTF member agency and/or its employees for any liability resulting from the use of a DAO leased or owned vehicle by a CRTF member, except where liability may fall under applicable state or federal law.
4. To the extent permitted by applicable law, CRTF Partner agencies agree to hold harmless the DAO for any claim for property damage or personal injury arising from any use of a DAO owned or leased vehicle by a CRTF member that is outside the scope of his or her official duties and assignments under this MOU.
5. The DAO agrees to provide, at its expense, secured parking for agency vehicles of full time members of the CRTF assigned to work at the District Attorney's Office or another work site at the direction of CRTF supervision.

**b. Other Equipment**

1. To perform the CRTF's mission, the DAO will provide equipment as necessary and subject to funding availability. TFM's are encouraged to utilize laptop computers provided by their respective employers where possible. At the conclusion of the CRTF, all loaned property will be returned to the original Partner agency.
2. The DAO will provide office workspaces and furnishings full time member of the CRTF, sufficient for the performance of their assigned duties. The DAO will provide utilities including, but not limited to telephone and high-speed internet, to full time members of the CRTF for use in the performance of their duties at no charge to the members employing agencies.

**ADMINISTRATIVE**

**A. Funding**

1. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds or restricted sub-funds of the DAO or Partner agencies. When one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement through future modification of this MOU must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto.
2. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

**B. Salary/Overtime Compensation**

1. The salaries, benefits and overtime cost of CRTF members shall be the sole responsibility of respective Partner agencies. Overtime shall be

compensated in accordance with applicable Partner agency overtime provisions and shall be subject to the prior approval of appropriate supervising personnel of Partner agencies.

2. Subject to funding availability and prior written DAO authorization, the CRTF may reimburse Partner agencies the partial or total cost of overtime worked by CRTF investigators assigned full time to the CRTF. Such contingent reimbursement is limited to overtime expenses incurred as a direct result of CRTF duties.
  - a. Any future contingent reimbursement requires that a separate written Cost Reimbursement Agreement between the DAO and Partner agencies be executed in advance of any incurred overtime. Contingent reimbursement will not apply to any past incurred overtime resulting directly or indirectly from CRTF duties.

#### **C. Forfeiture**

1. The DAO shall be responsible for the processing of assets seized for state or federal forfeitures in conjunction with CRTF operations, as provided by controlling state and federal laws, rules and regulations.

#### **D. Asset sharing**

1. Task Force operations which result in either state or federal civil or criminal asset seizures will be brought to the attention of the DAO Asset Forfeiture DDA to determine whether or not an application for asset forfeiture sharing will be made under applicable state and federal law.
2. Any forfeited funds, shall be distributed to CRTF Partner agencies in proportion to the number of participants on the Taskforce and in accordance with applicable state and federal laws.

#### **E. Civil Penalty Allocation**

1. Any non-asset forfeiture monies resulting from civil penalties and judgments shall go into the District Attorney's Office. At the discretion of the District Attorney, portions of those funds may be used to reimburse some investigative and legal expenses.

#### **F. Deadly Force, Shooting Incidents, Pursuits**

1. CRTF members will follow their own department/agency's established policies regarding the use of deadly force and pursuits. Any conflicts that arise shall immediately be brought to the attention of the SDAI of the CRTF responsible for the day-to-day operations of the CRTF, as well as the Partner agency's management for a mutually agreeable resolution.
2. Anytime force is used to overcome resistance or a TFM is involved in a pursuit, the involved TFM's shall report that use of force or pursuit to the SDAI. The SDAI shall immediately, or as soon as practical, report that force or pursuit to the TFM's agency.

#### **G. Liability**

Partner agencies acknowledge that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee

detailed to the CRTF, remains vested with his or her employing department/agency.

**a. Express Reservations:**

1. Nothing in this MOU shall be deemed to create an employment relationship between the DAO and any Partner agency other than for the exclusive purposes of the CRTF as outlined herein.
2. Partner agencies do not waive any available defenses and/or limitations on liability.
3. No Partner agency or CRTF member shall be considered to be an agent of any other Partner agency.
4. Each Partner agency shall have full financial responsibility for their respective TFM's while assigned, including but not limited to: vehicle accidents, officer involved uses of force, industrial injury claims, and any and all other liability incurred as a result of their respective TFM's participation on the CRTF.
5. Each Partner agency shall also be responsible for any workers' compensation claims made by of their respective TFM if he/she should become injured during or as a result of service on CRTF and in the course and scope of his/her duties while assigned to the CRTF.
6. The Riverside County District Attorney's Office, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or other actions of Partner agency or any of its officers or employees; and Partner agencies shall hold the County, its officers and employees harmless from any and all claims and damages resulting therefrom.
7. Partner agencies within the County shall hold each other harmless from the liability for acts or omissions of the other. Each Partner agency agrees to defend, indemnify, and hold harmless the other Partner agencies to this Agreement in regard to any liability imposed.
8. The parties' relationship under the provisions of the CRTF shall not constitute an independent entity, agency or authority for purpose of suit or any other purpose.

**H. Duration, Modifications and Work Product**

**1. Withdrawals.**

Any Partner agency may withdraw from this agreement at any time by providing a thirty (30) day written notice of its intent to withdraw to the SDAI.

**2. Modifications.**

This agreement may be modified at any time by written consent of all Partner agencies. Modifications to the MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each Partner agency.

**3. Continuation.**

Continuation of this MOU may be subject to the availability of necessary funding.

**4. Termination.**

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

**5. Return of Property.**

Upon withdrawal of a Partner agency from the CRTF, and upon termination of the CRTF, all equipment will be returned to the supplying Partner(s).

**6. Work Product.**

Upon withdrawal of a Partner agency from the CRTF, and upon termination of the CRTF, all work product of the taskforce shall remain the sole and exclusive property of the CRTF and the DAO. The DAO shall make copies of the TFO's work product available to the respective Partner agencies as necessary to support performance management, claims defense, or other agency processes.

## **GENERAL PROVISIONS**

**Notices.** Any notice, requests, invoices or reports required or intended to be given to any Partner agency 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 Partner agency's address set forth herein or at such other address as the Partner agencies 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:

Chief Joseph DelGiudice  
Office of the District Attorney, County of Riverside  
(951) 955-5400  
3960 Orange St.

Chief C. Robert Webb III  
City of Hemet Police Department  
210 N. Juanita St.  
Hemet, CA 92543

Chief Sergio Diaz  
City of Riverside Police Department  
4102 Orange St.  
Riverside, CA 92501

Sheriff's Chief Deputy over West Field Operations  
Sheriff's Administration – (951) 955-2400  
Riverside County Sheriff's Department  
4095 Lemon St. 2<sup>nd</sup> Floor  
Riverside, CA 92501

Riverside, CA 92501

**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 TFM 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 any Partner agency 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.** Partner agencies 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.

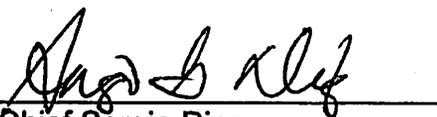
**Extent of MOU and Certification of Authority.** Each Partner agency acknowledges that they have read and fully understand the contents of this MOU and is fully authorized to execute it. This MOU represents the entire and integrated agreement between the Partner agencies with respect to the subject 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 all Partner agencies.

**SIGNATORIES:**



Chief C. Robert Webb III  
City of Hemet Police Department

DATED: 8/30/2018



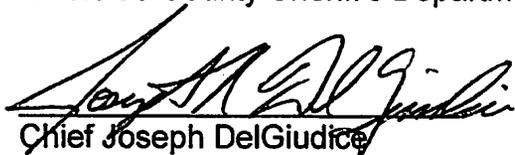
Chief Sergio Diaz  
City of Riverside Police Department

DATED: 9-5-18



Stan Sniff, Sheriff  
Riverside County Sheriff's Department

DATED: 8/28/2018



Chief Joseph DelGiudice  
Riverside County District Attorney  
Bureau of Investigations

DATED: 9/24/18



Michael A. Hestrin  
Riverside County District Attorney

DATED: 9/24/18