



CITY COUNCIL STAFF REPORT

DATE: MAY 1, 2013

CONSENT AGENDA

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH RIVERSIDE COUNTY PROBATION DEPARTMENT AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM TO FOCUS ON "HIGH RISK" AND "AT-LARGE" OFFENDERS

FROM: David Ready, City Manager

BY: Palm Springs Police Department

SUMMARY

It is recommended that the City Council receive and file the Memorandum of Understanding with the Riverside County Probation Department and Post-Release Accountability and Compliance Team (PACT) to focus on high risk and at-large offenders. The MOU allows monetary reimbursement from the AB109 funds to the individual agency for the funding of the officer assigned to the PACT Team, including salary, benefits, overtime and equipment.

RECOMMENDATION:

1. Receive and file the Memorandum of Understanding with the Riverside County Probation Department and Post-Release Accountability and Compliance Team. A6354.

STAFF ANALYSIS:

The public Safety Realignment Act of 2011 (Realignment) implementation resulted in convicted felons and parolees who were previously monitored by State Parole to be supervised by the County Probation Department. The Community Corrections Partnership Executive Committee of Riverside County voted unanimously for the need of a county-wide law enforcement component. As a result, the PACT team was formed.

The Palm Springs Police Department participates in a multi-jurisdictional Post-Release Accountability and Compliance Team (PACT) along with members of the Riverside

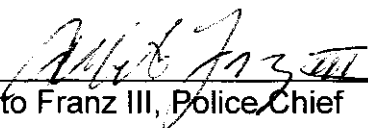
ITEM NO. 2E

County Probation Department, Riverside County Sheriff, District Attorney, and other cities. This PACT team is dedicated to identifying and investigating “non-compliant” offenders, locating at-large and high-risk offenders and performing compliance sweeps in each respective jurisdiction.

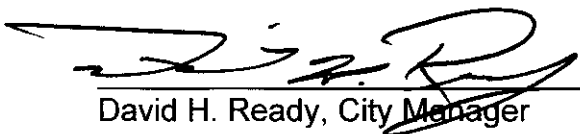
This MOU is between the Riverside County Probation Department and participating agencies for monetary reimbursement from AB109. The MOU allows funding to each signing agency an amount of \$200,000 to be used for the funding of the officer assigned to the PACT Team, including salary, benefits, overtime and equipment.

FISCAL IMPACT:

No fiscal impact. This is a reimbursable costs program. No matching funds are required to obtain this funding.



Alberto Franz III, Police Chief



David H. Ready, City Manager

Attachments:

Riverside County Probation Department and Post-Release Accountability
and Compliance Team Memorandum of Understanding



***RIVERSIDE COUNTY PROBATION DEPARTMENT AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM***

MEMORANDUM OF UNDERSTANDING

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
MEMORANDUM OF UNDERSTANDING**

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**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
MEMORANDUM OF UNDERSTANDING**

1 **1.0 BACKGROUND**

2 The Public Safety Realignment Act of 2011 (Realignment) implementation resulted in
3 convicted felons and parolees who were previously monitored by State Parole to be
4 supervised by Probation. On August 30, 2011, the Community Corrections Partnership
5 Executive Committee (CCPEC) of Riverside County (County) voted unanimously for the
6 need of a county-wide law enforcement component.

7
8 This Memorandum of Understanding (MOU) is entered into by and between the County of
9 Riverside Probation Department (hereinafter Probation) and the members of the Post-
10 release Accountability and Compliance Team (hereinafter PACT) for the purposes of
11 funding PACT agencies.

12
13 **2.0 PURPOSE AND STATEMENT OF WORK**

14 The primary mission of PACT is to work with Probation to immediately focus on “high-risk”
15 and “at-large” Post Release Community Supervision (PRCS) offenders that pose the most
16 risk to public safety. The PACT will be dedicated to identifying and investigating “non-
17 compliant” PRCS offenders, locating and apprehending “at-large” and “high-risk” PRCS
18 offenders and performing compliance sweeps. Through sustained, proactive and
19 coordinated investigations, the PACT will be able to share information, serve warrants,
20 locate and apprehend PRCS violators and reduce the number of PRCS offenders who
21 abscond. The support of the PACT allows Probation more time and resources to focus on
22 case management and compliance checks.

23
24 The eleven (11) city police chiefs, the Riverside County Sheriff, and the Riverside County
25 District Attorney have been working diligently with Probation to build the infrastructure
26 to support this type of critical enforcement. The PACT will be a county-wide multi-
27 jurisdictional team composed of the Beaumont Police Department, Cathedral City Police
28 Department, Corona Police Department, Desert Hot Springs Police Department, Hemet
29 Police Department, Indio Police Department, Murrieta Police Department, Palm Springs
30 Police Department, Riverside Police Department, Riverside County District Attorney,
31 Riverside County Sheriff’s Department representing the seventeen Sheriff’s contract cities
32 within the County and Probation.

33
34 This MOU is by and between Probation, the Beaumont Police Department, Cathedral City
35 Police Department, Corona Police Department, Desert Hot Springs Police Department,
36 Hemet Police Department, Palm Springs Police Department, and Riverside Police
37 Department for monetary reimbursement from realignment funds for expenses related to

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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1 their participation in PACT. The police chief of the Beaumont Police Department is the
2 voting member of CCPEC and represents the participating PACT agencies.

3
4 Probation and PACT agree to the terms and conditions of this MOU, which will be
5 effective immediately and remain in effect until terminated or modified as defined in
6 section 4.0 of this MOU.

7
8 **3.0 TERM**

9 This MOU shall be effective upon execution by signature of the Chief Probation Officer of
10 Riverside County and the Chiefs of each participating PACT agency or their respective
11 designees. The term of this MOU shall be for the Riverside County fiscal year commencing
12 on July 1, 2012 and ending on June 30, 2013. Thereafter this MOU will automatically
13 renew, annually, for each entire fiscal year from July 1 to June 30 upon annual approval of
14 the County's Realignment budget by the CCPEC and shall remain in effect unless
15 terminated or modified as defined in section 4.0 of this MOU.

16
17 **4.0 AMENDMENT OR TERMINATION OF MOU**

18 This MOU, along with any incorporated attachments, fully expresses all understandings of
19 the parties concerning all matters covered and shall constitute the total MOU. No
20 addition to, or alteration of, the terms of this MOU whether by written or verbal
21 understanding of the parties, their officers, agents or employees, shall be valid unless
22 made in the form of a written amendment to this MOU formally approved and executed
23 by both Probation and each participating PACT agency.

24
25 This MOU may be amended at any time with the written concurrence of all parties.
26 Consideration for amendment will be given upon written notification by one party to the
27 others. Probation and PACT will review this MOU at least annually and modify as needed.
28 Any participating PACT agency can withdraw participation in this agreement with or
29 without cause upon thirty (30) days written notification to Probation and PACT.
30 Participation withdrawal will take effect thirty (30) days following receipt of notification
31 and terms and conditions of this MOU continue in full force for the remaining PACT
32 agencies. Allocated funds remaining from the withdrawing PACT agency will be
33 reallocated to the remaining PACT agencies.

34
35 This MOU can be terminated with or without cause by either Probation or PACT upon
36 thirty (30) days written notification to the other party or due to unavailability of funding.
37 Termination of the MOU will take effect thirty (30) days following receipt of the written
38 notice of termination or upon effective date of funding expiration.

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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5.0 AUDITS

PACT agrees that any duly authorized representative of the Federal, State, County, or City Government shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records, electronic data and documentation relating to this MOU. Any audit exception, as it relates to this MOU, resulting from an audit conducted by any duly authorized representative of the Federal, State, County, or City Government shall be the responsibility of the PACT agencies. Any audit disallowance adjustments must be paid in full upon demand if required, or may be withheld at the discretion of the Chief Probation Officer against amounts due to PACT under this or any PACT agreement with Probation.

6.0 RECORDS RETENTION

Each party agrees to retain all records pertaining to this MOU for the period indicated in the Riverside County Records Retention General Schedule per Board of Supervisors Policy A-43 unless otherwise indicated by the source of funds. If, at the end of the retention period, there is ongoing litigation or an audit involving those records, each party shall retain the original records until the resolution of such litigation or audit.

7.0 FINANCIAL REPORTS

Four financial reports are to be submitted quarterly by each PACT partner during each fiscal year covering the following reporting periods:

<u>Quarter</u>	<u>Reporting Period</u>
1	July 1 – September 30
2	July 1 – December 31
3	July 1 – March 31
4	July 1 – June 30

The CCPEC approved template for financial report submission is incorporated herein as Exhibit A. The summary PACT report for each quarter will be compiled and presented to CCPEC by Probation. Due dates for quarterly financial reports are established annually by the CCPEC.

8.0 CONFIDENTIALITY

All parties agree to maintain the confidentiality of all information in accordance with all applicable Federal, State and local laws and regulations.

9.0 HOLD HARMLESS AND INDEMNIFICATION

Each participating agency agrees to indemnify and hold the other participating agencies harmless from any and all liability for death, injury and/or damage, actual or alleged, to persons or property, arising out of, or resulting from negligent acts or omissions of the

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1 indemnifying party or its employees. When Probation, PACT itself or its agents are held
2 liable for deaths or injuries to persons or property, each party's liability for contribution or
3 indemnity for such injuries shall be based proportionately upon the contributions of each
4 participating agency. In the event of liability imposed upon any of the participating
5 agencies for death, injury and/or damage which is caused by the negligent or wrongful act
6 or omission of any of the parties in the performance of this MOU, the contribution of the
7 party or parties not directly responsible for the negligent or wrongful act or omission shall
8 be limited to \$100.00. The party or parties directly responsible for the negligent or
9 wrongful acts or omissions shall indemnify, defend, and hold the other parties harmless
10 from any liability for death, injury and/or damage arising out of the performance of this
11 MOU.

12
13 **10.0 ASSIGNMENT**

14 This MOU shall not be assigned by any party hereto, either in whole or in part, without
15 prior written consent of the other parties. Any assignment or purported assignment of
16 this MOU without the prior written consent will be deemed void and of no force or effect.
17

18 **11.0 LICENSE AND CERTIFICATIONS**

19 All parties verify upon execution of this MOU, that all work performed pursuant to this
20 MOU will possess a current and valid license/certification, when applicable, in compliance
21 with any local, State, and Federal laws and will be performed by properly trained and
22 licensed/certified staff.
23

24 **12.0 COMPLIANCE, GOVERNING LAW, AND SEVERABILITY**

25 PACT shall comply with all applicable Federal, State, and local laws and regulations. In the
26 event there is a conflict between the various applicable laws and regulations, the PACT
27 shall comply with the more restrictive law or regulation. Any legal action related to this
28 MOU shall be filed only in the Superior Court for the State of California in Riverside,
29 California. All parties shall be obligated to attend a mediation session before a neutral
30 third-party mediator prior to the filing of any legal action.
31

32 If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void
33 or enforceable, the remaining provisions will nevertheless continue in full force without
34 being impaired or invalidated in any way.
35

36

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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1 **13.0 COMPENSATION**

2 **13.1 Maximum Amount:**

3 Maximum allowable costs for FY2012/13 under this MOU shall not exceed
4 \$1,419,940 as approved by CCPEC on October 18, 2012. Each PACT agency is
5 assigned an annual allocation of \$200,000, totaling \$1,400,000. The remaining
6 balance of \$19,940 is held as contingency based on expenditures and its allocation
7 to be determined by the PACT agencies.

8
9 As approved by the CCPEC on December 20, 2011, any portion of the PACT
10 allocation remaining at the end of each fiscal year is to be reserved for use by the
11 PACT in the following fiscal year.

12
13 **13.2 Method, Time and Schedule/Condition of Payments:**

14 Within thirty (30) days of the end of each month in which services were rendered,
15 each PACT police department will prepare and submit to the Probation Principal
16 Accountant assigned to the program, via email, a reimbursement claim for services
17 and expenditures performed and incurred during the month. Using the invoice
18 template, incorporated herein as Exhibit B, claim documentation will include, but is
19 not limited to, an invoice with an itemized expenditure summary of Salaries &
20 Benefits and Services & Supplies; copies of timesheets, pay registers, and vendor
21 invoices or receipts, as applicable.

22
23 Upon review and approval, Probation shall process each claim within fifteen (15)
24 business days. The corresponding payment voucher will be forwarded to the County
25 Auditor-Controller's office for processing.

26
27 Each year, estimates for the month ending June 30 should be provided to Probation
28 by June 20 with the final invoice due July 31 or next available working day.

29
30 If PACT ceases provision of services for any period, then no payment will apply for
31 that period. Probation will reimburse PACT for services provided in accordance with
32 the terms and conditions contained herein.

33
34 **13.3 Use of Funds:**

35 PACT agencies shall not use any funds received pursuant to this MOU for any other
36 program, project, or purpose. PACT shall not use realignment funds to supplant by
37 claiming reimbursement from Probation for any costs which have been paid by
38 another source of revenue. PACT agrees that it will not use funds received pursuant

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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1 to this MOU, either directly or indirectly, for purposes of obtaining funds under any
2 other program without prior written approval of Probation.

3
4 **13.4 Disallowance:**

5 In the event PACT receives payment for services pursuant to this MOU which is later
6 disallowed for nonconformance with the terms and conditions herein by Probation,
7 PACT shall promptly refund the disallowed amount to Probation upon request, or at
8 its option, Probation may offset the amount disallowed from any payment due to
9 PACT under any PACT agreement with Probation.

10
11 **13.5 Availability of Funding:**

12 Probation's obligation for payment under this MOU is contingent upon the
13 availability of funds from which payment can be made.

14
15 **14.0 NOTICES**

16 All notices, claims, correspondence, reports, and/or statements authorized or required by
17 this MOU shall be addressed for each location as follows:

18
19 Riverside County Probation Department
20 Douglas Moreno, Administrative Services Manager III
21 P.O. Box 833
22 Riverside, CA 92502
23 (951) 955-2983
24 demoreno@rcprob.us

25
26 Post-release Accountability and Compliance Team
27 Frank Coe, Chief of Police
28 Beaumont Police Department
29 550 E. Sixth Street
30 Beaumont, CA 92223
31 (951) 769-8500
32 fcoe@beaumontpd.org

33
34 All notices shall be deemed effective when they are made in writing, addressed as
35 indicated above, and deposited in the United States mail. Any notices, correspondence,
36 reports, and/or statements authorized or required by this MOU addressed in any other
37 fashion will not be acceptable.

RIVERSIDE COUNTY PROBATION DEPARTMENT AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM MEMORANDUM OF UNDERSTANDING

Exhibit A-Quarterly Financial Summary Report Template

AB 109 Community Corrections Partnership Executive Committee
FY 2012/13 Financial Report - Operating Funds
(Reporting Period Dates)

CCPEC Agency: _____ (Department Name)
Dept. Number (if applicable): _____ (Budget Unit)
Reporting Period (1, 2, 3, or 4): _____ (Period #)

EXPENDITURE

Line	Description	FY (YYYY) Budget	% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimate	FY (YYYY) Year-end Estimate	Year-end Variance	Full-Year (Do-Noting) Estimate
1	Salaries & Benefits	\$0	0%	\$0	\$0	\$0	\$0	\$0
2	Supplies & Services	0	0	0	0	0	0	0
3	Other Charges	0	0	0	0	0	0	0
4	Fuel Assets	0	0	0	0	0	0	0
7	Interest Expenses	0	0	0	0	0	0	0
Total Expenditures		\$0	0%	\$0	\$0	\$0	\$0	\$0

DEPARTMENTAL REVENUE

Code	Description	FY (YYYY) Budget	% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimate	FY (YYYY) Year-end Estimate	Year-end Variance	Full-Year (Do-Noting) Estimate
		\$0	0%	\$0	\$0	\$0	\$0	\$0
		0	0	0	0	0	0	0
		0	0	0	0	0	0	0
Total Dept. Revenue		\$0	0%	\$0	\$0	\$0	\$0	\$0

NET COST

		\$0	0%	\$0	\$0	\$0	\$0	\$0
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CCPEC Agency: _____ (Department Name)
Dept. Number (if applicable): _____ (Budget Unit)
Reporting Period (1, 2, 3, or 4): _____ (Period #)

NARRATIVE

1. Provide a narrative of the budget details, including any changes to the budget, and any other information that may be relevant to the budget. (Please include in this section budget details such as number of filled/vacant positions, fixed asset expenditures, etc.)

2. Provide a narrative of the budget details, including any changes to the budget, and any other information that may be relevant to the budget. (Please include in this section budget details such as number of filled/vacant positions, fixed asset expenditures, etc.)

Reporting Period: _____ (Reporting Period Dates)

Prepared by: _____

Approved by: _____

Date: _____ Page 1 of 1

Date: _____

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**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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**Exhibit B
PACT Invoice Template**

City Logo/ Letterhead

INVOICE:
DATE:
DUE DATE:

Bill to:

RIVERSIDE COUNTY PROBATION DEPARTMENT
DOUGLAS MORENO, ADMIN SVC MGR III
PO BOX 833
RIVERSIDE, CA 92502

Invoice Type: PACT

Description: (Month) Invoice

Description

Total Price

PACT (City Name) Reimbursement for (Month) Services

1) Salaries and Benefits (Period: MM/DD/YY-MM/DD/YY)	\$
2) Supplies (receipts attached)	\$
Total Due	\$ _____

Documentation with invoice includes copies of timesheets for billing period and verification of salary and benefits rates charged. Please note, for confidentiality purpose, original timesheets and any further verification of employees compensation will be on file with the City of (City Name), Human Resources Department and available to an authorized auditing official for review.

I, the undersigned, hereby certify the above claim submitted for reimbursement are true and correct Reassignment expenditures in accordance with the Memorandum of Understanding (MOU) between the Riverside County Probation Department and the Post-release Accountability and Compliance Team (PACT).

Signature

Title

Date

Please remit payment to:
Provide your City information

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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MEMORANDUM OF UNDERSTANDING**

SIGNATURE PAGE

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IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the Post-release Accountability and Compliance Team by the signatures of the duly authorized respective agents, and the day and year written herein below.

Albert Franz, Chief of Police
Palm Springs Police Department

Date

SEE NEW PAGE

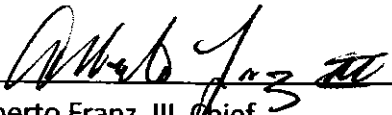
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SIGNATURE PAGE

1
2
3 IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County
4 Probation Department and the Post-release Accountability and Compliance Team by the
5 signatures of the duly authorized respective agents, and the day and year written herein below.
6
7

8 For the Palm Springs Police Department:

9
10 CITY OF PALM SPRINGS, a municipal corporation,

11 
12 _____
13 Alberto Franz, III, Chief
14 Palm Springs Police Department
15

Date: 4/23/13

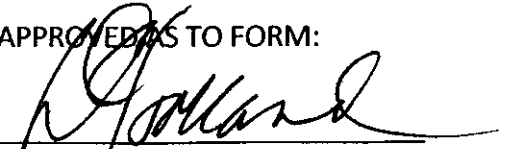
16
17 By 
18 _____
19 David H. Ready, City Manager

Date: 4/23/13

20 Attest:

21
22 
23 _____
24 City Clerk

APPROVED AS TO FORM:



City Attorney

APPROVED BY CITY MANAGER

4.23.2013 AB354