



CITY COUNCIL STAFF REPORT

DATE: December 3, 2014 CONSENT AGENDA

SUBJECT: RENEWAL OF THE 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. This MOU has a 3% decrease in allotted funding from 2013.

RECOMMENDATION:

1. Renewal of the Memorandum of Understanding with the Riverside County Probation Department and Post-Release Accountability and Compliance Team. A6354.
2. Authorize the City Manager to execute all necessary documents for the next three years.

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


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 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.

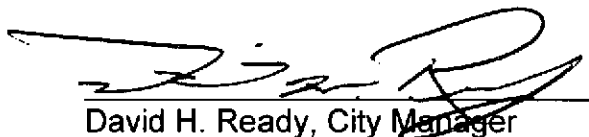
This MOU is between the Riverside County Probation Department and participating agencies for monetary reimbursement from AB109. The MOU allows funding to each signing agency an amount of \$194,000, three percent less than the 2013 amount of \$200,000 to be used for the funding of the officer assigned 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



Geoffrey Kiehl, Finance Director

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
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING***

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
 POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
 FOR PUBLIC SAFETY REALIGNMENT
 MEMORANDUM OF UNDERSTANDING**

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**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
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” realignment offenders that pose the most risk to public safety. PACT will
16 be dedicated to identifying and investigating “non-compliant” realignment offenders,
17 locating and apprehending “at-large” and “high-risk” realignment offenders and
18 performing compliance sweeps. Through sustained, proactive and coordinated
19 investigations, PACT will be able to share information, serve warrants, locate and
20 apprehend violators of their supervision and reduce the number of realignment offenders
21 who abscond. The support of the PACT allows Probation more time and resources to
22 focus on 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,

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1 Hemet Police Department, Palm Springs Police Department, and Riverside Police
2 Department for monetary reimbursement from realignment funds for expenses related to
3 their participation in PACT. The police chief of the Beaumont Police Department is the
4 voting member of CCPEC and represents the participating PACT agencies.
5

6 Probation and PACT agree to the terms and conditions of this MOU, which will be
7 effective immediately and remain in effect until terminated or modified as defined in
8 section 4.0 of this MOU.
9

10 **3.0 TERM**

11 This MOU shall be effective upon execution by signature of the Chief Probation Officer of
12 Riverside County and the Chiefs of each participating PACT agency or their respective
13 designees. The term of this MOU shall be for the Riverside County fiscal year commencing
14 on July 1, 2014 and ending on June 30, 2015. Thereafter this MOU will automatically
15 renew, annually, for each entire fiscal year from July 1 to June 30 upon annual approval of
16 the County's Realignment budget by the CCPEC and shall remain in effect unless
17 terminated or modified as defined in section 4.0 of this MOU.
18

19 **4.0 AMENDMENT OR TERMINATION OF MOU**

20 This MOU, along with any incorporated attachments, fully expresses all understandings of
21 the parties concerning all matters covered and shall constitute the total MOU. No
22 addition to, or alteration of, the terms of this MOU whether by written or verbal
23 understanding of the parties, their officers, agents or employees, shall be valid unless
24 made in the form of a written amendment to this MOU formally approved and executed
25 by both Probation and each participating PACT agency.
26

27 This MOU may be amended at any time with the written concurrence of all parties.
28 Consideration for amendment will be given upon written notification by one party to the
29 others. Probation and PACT will review this MOU at least annually and modify as needed.
30 Any participating PACT agency can withdraw participation in this agreement with or
31 without cause upon thirty (30) days written notification to Probation and PACT.
32 Participation withdrawal will take effect thirty (30) days following receipt of notification
33 and terms and conditions of this MOU continue in full force for the remaining PACT
34 agencies. Allocated funds remaining from the withdrawing PACT agency will be
35 reallocated to the remaining PACT agencies.
36

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1 This MOU can be terminated with or without cause by either Probation or PACT upon
2 thirty (30) days written notification to the other party or due to unavailability of funding.
3 Termination of the MOU will take effect thirty (30) days following receipt of the written
4 notice of termination or upon effective date of funding expiration.
5

6 **5.0 AUDITS**

7 PACT agrees that any duly authorized representative of the Federal, State, or local
8 government shall have the right to audit, inspect, excerpt, copy or transcribe any
9 pertinent records, electronic data and documentation relating to this MOU. Any audit
10 exception, as it relates to this MOU, resulting from an audit conducted by any duly
11 authorized representative of the Federal, State, or local government shall be the
12 responsibility of the PACT agencies. Any audit disallowance adjustments must be paid in
13 full upon demand if required, or may be withheld at the discretion of the Chief Probation
14 Officer against amounts due to PACT under this or any PACT agreement with Probation.
15

16 **6.0 RECORDS RETENTION**

17 Each party agrees to retain all records pertaining to this MOU for the period indicated in
18 the Riverside County Records Retention General Schedule per Board of Supervisors Policy
19 A-43 unless otherwise indicated by the source of funds. If, at the end of the retention
20 period, there is ongoing litigation or an audit involving those records, each party shall
21 retain the original records until the resolution of such litigation or audit.
22

23 **7.0 FINANCIAL REPORTS**

24 Four financial reports are to be submitted quarterly by each PACT partner during each
25 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

31 The CCPEC approved template for financial report submission is incorporated herein as
32 Exhibit A. The summary PACT report for each quarter will be compiled and presented to
33 CCPEC by Probation. Due dates for quarterly financial reports are established annually by
34 the CCPEC.
35

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1 **8.0 CONFIDENTIALITY**

2 All parties agree to maintain the confidentiality of all information in accordance with all
3 applicable Federal, State and local laws and regulations.
4

5 **9.0 HOLD HARMLESS AND INDEMNIFICATION**

6 Each participating agency agrees to indemnify and hold the other participating agencies
7 harmless from any and all liability for death, injury and/or damage, actual or alleged, to
8 persons or property, arising out of, or resulting from negligent acts or omissions of the
9 indemnifying party or its employees. When Probation, PACT itself or its agents are held
10 liable for deaths or injuries to persons or property, each party's liability for contribution or
11 indemnity for such injuries shall be based proportionately upon the contributions of each
12 participating agency. In the event of liability imposed upon any of the participating
13 agencies for death, injury and/or damage which is caused by the negligent or wrongful act
14 or omission of any of the parties in the performance of this MOU, the contribution of the
15 party or parties not directly responsible for the negligent or wrongful act or omission shall
16 be limited to \$100.00. The party or parties directly responsible for the negligent or
17 wrongful acts or omissions shall indemnify, defend, and hold the other parties harmless
18 from any liability for death, injury and/or damage arising out of the performance of this
19 MOU.
20

21 **10.0 ASSIGNMENT**

22 This MOU shall not be assigned by any party hereto, either in whole or in part, without
23 prior written consent of the other parties. Any assignment or purported assignment of
24 this MOU without the prior written consent will be deemed void and of no force or effect.
25

26 **11.0 LICENSE AND CERTIFICATIONS**

27 When applicable, all parties verify upon execution of this MOU, that all work performed
28 pursuant to this MOU will possess a current and valid license/certification in compliance
29 with any local, State, and Federal laws and will be performed by properly trained and
30 licensed/certified staff.
31

32 **12.0 COMPLIANCE, GOVERNING LAW, AND SEVERABILITY**

33 PACT shall comply with all applicable Federal, State, and local laws and regulations. In the
34 event there is a conflict between the various applicable laws and regulations, the PACT
35 shall comply with the more restrictive law or regulation. Any legal action related to this

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1 MOU shall be filed only in the Superior Court for the State of California in Riverside,
2 California. All parties shall be obligated to attend a mediation session before a neutral
3 third-party mediator prior to the filing of any legal action.
4

5 If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void
6 or enforceable, the remaining provisions will nevertheless continue in full force without
7 being impaired or invalidated in any way.
8

9 **13.0 COMPENSATION**

10 **13.1 Maximum Amount:**

11 Maximum allowable costs for FY2014/15 under this MOU shall not exceed
12 \$1,358,000 or as approved by CCPEC for each annual fiscal year's budget. Each PACT
13 agency is assigned an annual allocation of \$194,000, totaling \$1,358,000.
14

15 As approved by the CCPEC on December 20, 2011, any portion of the PACT
16 allocation remaining at the end of each fiscal year is to be reserved for use by the
17 PACT in the following fiscal year and held as contingency based on expenditures with
18 its allocation to be determined by the PACT agencies. ~~Reserve of unused funds for~~
19 ~~each fiscal year shall be subject to approval of the County Auditor-Controller~~
20 ~~budget of 2014/15.~~
21

22 **13.2 Method, Time and Schedule/Condition of Payments:**

23 Within thirty (30) days of the end of each month in which services were rendered,
24 each participating PACT agency will prepare and submit to the Probation Principal
25 Accountant assigned to the program, via email, a reimbursement claim for services
26 and expenditures performed and incurred during the month. Using the invoice
27 template, incorporated herein as Exhibit B, claim documentation will include, but is
28 not limited to, an invoice with an itemized expenditure summary of Salaries &
29 Benefits and Services & Supplies; and copies of timesheets, pay registers, and
30 vendor invoices or receipts, as applicable.
31

32 Upon review and approval, Probation shall process each claim within fifteen (15)
33 business days. The corresponding payment voucher will be forwarded to the County
34 Auditor-Controller's office for processing. Invoices will be held beyond the fifteen
35 (15) business days when an annual fiscal year realignment budget has not been

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1 approved by the CCPEC and the County Board of Supervisors. Upon approval by
2 both governing bodies, held invoices will be released to the Auditor-Controller's
3 office for processing.
4

5 Each year, estimates for the month ending June 30 should be provided to Probation
6 by June 20 with the final invoice due July 31 or next available working day.
7

8 If PACT ceases provision of services for any period, then no payment will apply for
9 that period. Probation will reimburse PACT for services provided in accordance with
10 the terms and conditions contained herein.
11

12 Additional clarifications on the reimbursement process are provided as part of the
13 Frequently Asked Questions, incorporated herein as Exhibit C.
14

15 **13.3 Use of Funds:**

16 PACT agencies shall not use any funds received pursuant to this MOU for any other
17 program, project, or purpose. PACT shall not use realignment funds to supplant by
18 claiming reimbursement from Probation for any costs which have been paid by
19 another source of revenue. PACT agrees that it will not use funds received pursuant
20 to this MOU, either directly or indirectly, for purposes of obtaining funds under any
21 other program without prior written approval of Probation. Additional guidelines
22 for use of funds received pursuant to this MOU are provided in the Funding and
23 Reimbursement Policy and Guidelines for Regional PAC Teams as developed by the
24 Association of Riverside County Chiefs of Police and Sheriff in cooperation with
25 Probation, incorporated herein as Exhibit D.
26

27 **13.4 Disallowance:**

28 In the event PACT receives payment for services pursuant to this MOU which is later
29 disallowed for nonconformance with the terms and conditions herein by Probation,
30 PACT shall promptly refund the disallowed amount to Probation upon request, or at
31 its option, Probation may offset the amount disallowed from any payment due to
32 PACT under any PACT agreement with Probation.
33
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1 **13.5 Availability of Funding:**

2 Probation's obligation for payment under this MOU is contingent upon the
3 availability of funds from which payment can be made.
4

5 **14.0 NOTICES**

6 All notices, claims, correspondence, reports, and/or statements authorized or required by
7 this MOU shall be addressed for each location as follows:
8

9 Riverside County Probation Department

10 Cherilyn Williams, Administrative Services Manager II

11 P.O. Box 833

12 Riverside, CA 92502

13 (951) 955-2983

14 ckwilliams@rcprob.us
15

16 Post-release Accountability and Compliance Team

17 Frank Coe, Chief of Police

18 Beaumont Police Department

19 550 E. Sixth Street

20 Beaumont, CA 92223

21 (951) 769-8500

22 fcoe@beaumontpd.org
23

24 All notices shall be deemed effective when they are made in writing, addressed as
25 indicated above, and deposited in the United States mail. Any notices, correspondence,
26 reports, and/or statements authorized or required by this MOU addressed in any other
27 fashion will not be acceptable.
28

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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FOR PUBLIC SAFETY REALIGNMENT
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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.

Mark A. Hake, Chief Probation Officer
Riverside County Probation Department

Date

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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.

Frank Coe, Chief of Police
Beaumont Police Department

Date

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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.

Kevin Conner, Chief of Police
Cathedral City Police Department

Date

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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.

Michael E. Abel, Chief of Police
Corona Police Department

Date

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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.

Charles L. Maynard, Chief of Police
Desert Hot Springs Police Department

Date

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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.

David M. Brown, Chief of Police
Hemet Police Department

Date

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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.

For the Palm Springs Police Department:

CITY OF PALM SPRINGS, a municipal corporation,



Alberto Franz, III, Chief
Palm Springs Police Department

Date: 11-25-14

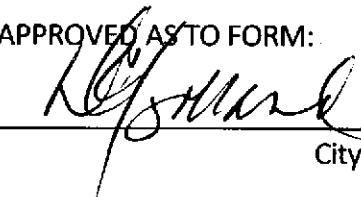
By _____
David H. Ready, City Manager

Date:

Attest:

City Clerk

APPROVED AS TO FORM:



City Attorney

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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.

Sergio G. Diaz, Chief of Police
Riverside Police Department

Date

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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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 #)

Level	Description	FY (YYYY) Budget	% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimates	FY (YYYY) Year-end Estimates	Year-end Variance	Full-Year (On-Going) Estimates
2	Supplies & Services	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0
4	Fixed Assets	0	0	0	0	0	0	0
		0	0	0	0	0	0	0
	Total Expenditures	0	0	0	0	0	0	0

Code	Description	FY (YYYY) Budget	% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimates	FY (YYYY) Year-end Estimates	Year-end Variance	Full-Year (On-Going) Estimates
		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

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

NARRATIVE

1. Describe any unusual budget items, such as number of Medicaid positions, fixed asset expenditures, etc.
Please include in this section budget details such as number of Medicaid positions, fixed asset expenditures, etc.

2. Describe a summary of AB 109 activities performed during the reporting period if desired. Copies of the AB 109 CCPEC reports may be attached.

Reporting Period: _____ (Reporting Period Dates)

Prepared by: _____

Approved by: _____

Date: _____ Page 1 of 1

Date: _____

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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	\$ <u> </u>

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 Realignment 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

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Exhibit C
Frequently Asked Questions

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3
4 **1. Year End:**

5 **a. What is a year-end estimate claim and what needs to be included?**

- 6 i. A year-end estimate claim allows Probation to encumber funds for
7 payment from the current fiscal year into the beginning of the next to
8 cover expenditures incurred during the month of June and have a record
9 that the final submittal is pending.
- 10 ii. If funds are not encumbered to cover final year-end claims and a claim is
11 submitted, the reimbursement may be charged against the PACT
12 agency's allocation for the next fiscal year.
- 13 iii. To submit a year-end estimate claim form:
- 14 1. Use the Invoice Template (Exhibit B) provided,
 - 15 2. In the location on the form for listing the month/year of the claim,
16 please mark as the June Estimate,
 - 17 3. Based on remaining annual funds and use of funds to date
18 generate estimated expenditures for the month of June;
 - 19 4. Attach any advance approvals for services/supply/equipment
20 purchases, and
 - 21 5. Submit estimate to Probation no later than June 20 of each year.

22 **b. What if the claim for actual year-end expenditures is not submitted before the**
23 **County's year-end submission deadline?**

- 24 i. If the claim for actual year-end expenditures is not received by the
25 deadline, Probation will process payment to the PACT agency using the
26 estimate provided.
- 27 ii. When the claim is received (after the deadline), if expenditures exceed
28 the estimate, Probation will process payment for the difference and the
29 difference will be paid from any rollover funds. If the expenditures are
30 less than the estimate, the PACT agency is required to refund the
31 overpayment back to Probation.

32 **c. What documentation is needed to include major purchases in the year-end**
33 **estimate?**

- 34 i. To include year-end expenditures that will not complete processing in the
35 current fiscal year, the submitting PACT agency needs to provide proof of
36 intent to purchase the major item, such as vehicles.

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1 ii. Proof of intent to purchase can be represented by approval documents
2 from a City Council, an approved purchase order, an approved
3 requisition, or a copy of the documents used by the City to encumber
4 funds in their own fiscal year budget allowing Probation sufficient
5 documentation to encumber funds to reimburse the submitting PACT
6 agency.

7 d. What if the estimate is overstated?

8 i. If funds encumbered funds are remaining after the final year-end
9 reimbursement claim is submitted (prior to year-end deadline), the funds
10 will be released for use within Realignment.

11
12 2. Staff Substitution for Another PACT Agency

13 a. What is the process to submit claims when substituting PACT staff by another
14 police department due to staff shortages?

15 i. The Police Department providing the staff substitution must bill the PACT
16 Agency suffering the staff shortage.

17 ii. The PACT Agency suffering the staff shortage will then submit their
18 monthly claim to Probation. The claim should include back-up
19 documentation reflecting invoices and payment to the substituting Police
20 Department for staff services rendered. Any back-up documentation
21 provided by the substituting Police Department (such as timesheets)
22 should be included in the monthly claim.

23 iii. PACT Agencies cannot bill against another PACT Agency's allocation.
24

25 3. Mileage Claims

26 a. What documentation is required to submit for mileage claims?

27 i. A mileage log reflecting record of what miles are used for PACT specific
28 duties is sufficient back-up for a mileage claim.

29 b. What if a vehicle is 100% PACT?

30 i. Fuel reimbursement statements reflecting the vehicle's mileage use over
31 the course of the fiscal year is sufficient back-up for mileage
32 reimbursement.
33

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1 4. Staff Time

2 a. Can vacation, sick, and compensation time earned be paid?

3 i. Yes, vacation, sick, and compensation time earned while performing
4 PACT duties can be paid.

5 ii. Detailed tracking of when the time is earned and when it is paid will need
6 to be provided as back-up to the claim. The tracking is necessary to
7 ensure no duplication of payment is requested (i.e. reimbursement for
8 compensation time on one pay period and on the next pay period
9 requesting reimbursement for time-off using those same backed
10 compensation time hours). A tracking sheet can be provided upon
11 request.

12 iii. PACT Agencies that allow their officers to 'sell back' their compensation
13 time at the end of the year can claim those hours as part of their
14 reimbursement. Detailed tracking reflecting that the compensation time
15 is earned while performing PACT duties must be submitted as back-up.

16 b. Our police department uses electronic timesheets. Is a report from the
17 timesheet system acceptable back-up?

18 i. Yes, a report from the timesheet system is acceptable as long as it
19 reflects when the employee approved their timesheet and when the
20 supervisors counter-approved their timesheets.
21
22

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Exhibit D

ARCCOPS



Association of Riverside County Chiefs of Police and Sheriff

**FUNDING AND REIMBURSEMENT POLICY AND GUIDELINES
FOR REGIONAL P.A.C. TEAMS**

- I. **PURPOSE:** The purpose of this policy is to set forth standardized procedures for oversight and funding of personnel assigned to Regional PAC Teams.
- II. **ORGANIZATION:** Each regional PAC Team will establish a governing board including one command-level representative from each participating agency.
 - A. The regional governing board will provide operational and financial support and oversight to the regional team.
 - B. The regional board may also determine when a financial need merits a request for additional funding to one of the funding entity (CCPEC or ARCCOPS).
- III. **MEMBERSHIP:** PAC Team membership is open to all law enforcement agencies who are members of ARCCOPS. The voting membership of ARCCOPS shall determine which agencies will receive funding.
 - A. Agencies interested in participating and receiving reimbursement shall submit a request to the ARCCOPS voting membership.
 1. ARCCOPS will determine agency participation and reimbursement as requested based on available funding and regional needs.
- IV. **FUNDING & REIMBURSEMENT:** Funding for PACT personnel is provided through the Community Corrections Partnership Executive Committee (CCPEC) and the Riverside County allocation of AB-109 mitigation grant (Cal Chief's).
 - A. Participating PAC Team agencies may submit for reimbursement for direct costs associated with deploying personnel dedicated to the PAC Team.
 - B. Reimbursement will be limited to the following:
 1. Actual cost of all salary, benefits, paid leave and overtime paid to agency employees for work while assigned and working for a PAC Team.
 2. Mileage (at the published IRS rate) for miles traveled using an agency vehicle for travel to, from and during PAC Team activities.

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3. Startup costs associated with the deployment of a new officer assigned to a PAC Team. Reimbursement for startup costs shall be limited to:
 - a. Vehicle for use by PAC Team member (3 year replacement cycle per officer assigned)
 - b. Interoperable portable radio for use by PAC Team member
 - c. Tactical vest for use by PAC Team member

- C. Total reimbursement shall not exceed \$178,250 per fiscal year for each police officer, detective or corporal assigned; and \$215,000 per fiscal year for each sergeant assigned to supervise a PAC Team.

- D. Participating agencies shall submit detailed expenditure claims on a monthly basis to the appropriate funding entity (CCPEC via County Probation or ARCCOPS via City of Beaumont).

- E. Participating agencies will be allocated \$2,000 per assigned team member from the member's funding source (CCPEC or ARCCOPS) for costs associated with hosting the team. This funding will be deposited with the host agency and allocated at the direction of the regional PACT Governing Board.

- F. Each "Host" agency shall receive \$10,000 from the State funds to be utilized at each Board's direction for operating costs associated with the PAC Team. An itemized reconciliation shall be submitted each July for the prior year's expenditures for auditing purposes.