



***THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS***

***PROBATION DEPARTMENT, AND PARTICIPATING***

***POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM (PACT)***

***LOCAL LAW ENFORCEMENT AGENCIES FOR PUBLIC SAFETY REALIGNMENT***

***MEMORANDUM OF UNDERSTANDING***

***FY 2022-2023***

**THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS  
PROBATION DEPARTMENT, AND  
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM  
FOR PUBLIC SAFETY REALIGNMENT  
MEMORANDUM OF UNDERSTANDING**

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**1.0 BACKGROUND**

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

The eleven (11) city police chiefs, the Riverside County Sheriff, the Riverside County District Attorney and Probation have built the infrastructure to support this type of critical enforcement. The Post-release Accountability and Compliance Team (hereinafter PACT) is a county-wide, multi-jurisdictional team composed of Probation, the Banning Police Department, Beaumont Police Department, Blythe Police Department, Cathedral City Police Department, Corona Police Department, Desert Hot Springs Police Department, Hemet Police Department, Indio Police Department, Menifee Police Department, Murrieta Police Department, Riverside Police Department, Riverside County District Attorney, and the Riverside County Sheriff's Department representing the seventeen Sheriff's contract cities within the County.

The primary mission of PACT is to work with Probation to focus on "high-risk" and "at-large" realignment offenders that pose the most risk to public safety. PACT is dedicated to:

- Identifying and investigating "non-compliant" realignment offenders,
- Locating and apprehending "at-large" and "high-risk" realignment offenders, and
- Performing probation compliance sweeps.

Through sustained, proactive and coordinated investigations, PACT will be able to share information, serve warrants, locate and apprehend violators, and reduce the number of realignment offenders who abscond. The support of the PACT allows Probation more time and resources to focus on case management, addressing treatment needs, and ensuring compliance with Court-ordered conditions.

**2.0 PARTIES AND PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between Probation, the Banning Police Department, Beaumont Police Department, Blythe Police Department,

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Cathedral City Police Department, Corona Police Department, Desert Hot Springs Police Department, Hemet Police Department, Indio Police Department, Menifee Police Department, Murrieta Police Department, Riverside Police Department, Riverside County Sheriff's Department Coachella, Lake Elsinore and San Jacinto stations for monetary reimbursement from realignment funds for expenses related to their participation in PACT. The police chief of the Murrieta Police Department is the voting member of the CCPEC and represents the PACT local law enforcement agencies participating in this MOU, including for receipt of notices under section 15.

The parties agree to the terms and conditions of this MOU, which will be effective immediately and remain in effect until terminated or modified as defined in section 4.0 of this MOU.

**3.0 PROBATION OFFICER ROLE:**

Probation Officers are peace officers under Penal Code section 830.5 whose authority extends to any place in the state while engaged in the performance of the duties of their respective employment and for the purpose of carrying out the primary function of their employment, only as follows:

- 1) To conditions of parole, probation, mandatory supervision, or post-release community supervision by any person in this state on parole, probation, mandatory supervision, or post-release community supervision.
- 2) To the escape of any inmate or ward from a state or local institution.
- 3) To the transportation of persons on parole, probation, mandatory supervision, or post-release community supervision.
- 4) To violations of any penal provisions of law which are discovered while performing the usual or authorized duties of his or her employment.
- 5) To the rendering of mutual aid to any other law enforcement agency.

There must be a nexus between the conditions outlined above for the Probation Officer to be involved in the actions of PACT. There is no provision for the Probation Officer to exercise peace officer authority pursuant to Penal Code section 830.1.

In terms of mutual aid, unless there is an immediate threat to life (Person or Persons whose life is in real and immediate danger from the criminal acts of others), the Probation Officer's assistance will be limited based on the conditions outlined and within current law.

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**4.0 TERM**

This MOU shall be effective upon execution by signature of the Chief Probation Officer of Riverside County and the Chiefs or City Managers of each participating PACT agency or their respective designees. The term of this MOU shall be for the Riverside County fiscal year commencing on July 1, 2022 and ending on June 30, 2023. Thereafter, the parties will enter into a new MOU (the “New MOU”) upon annual approval of the County’s Realignment budget by the CCPEC; this MOU shall remain in effect until the New MOU is effective.

**5.0 AMENDMENT OR TERMINATION OF MOU**

This MOU may be amended at any time with the written concurrence of all parties. This MOU, along with any incorporated attachments, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this MOU formally approved and executed by both Probation and each participating PACT agency. Consideration for amendment will be given upon written notification by one party to the others. The parties will review this MOU at least annually and modify as needed.

Any participating PACT agency can withdraw participation in this MOU with or without cause upon thirty (30) days written notification to the other parties. Participation withdrawal will take effect thirty (30) days following receipt of notification and terms and conditions of this MOU continue in full force for the remaining PACT agencies.

This MOU can be terminated with or without cause by any party upon thirty (30) days written notification to the other parties or due to unavailability of funding. Termination of the MOU will take effect thirty (30) days following receipt of the written notice of termination or upon effective date of funding expiration.

**6.0 AUDITS**

The parties agree that any duly authorized representative of the Federal, State, or local government shall have the right to audit, inspect, 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, or local government shall be the responsibility of the participating PACT

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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 agencies under this MOU or any PACT agreement with Probation.

**7.0 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.

**8.0 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 attached hereto and 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.

**9.0 CONFIDENTIALITY**

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

**10.0 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 indemnifying party or its employees. When Probation, PACT itself, any participating agency, or its agents, are held liable for deaths or injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon

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the contributions of each participating agency. In the event of liability imposed upon any of the participating agencies for death, injury, and/or damage which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this MOU, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to \$100.00. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold the other parties harmless from any liability for death, injury and/or damage arising out of the performance of this MOU.

**11.0 ASSIGNMENT**

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

**12.0 LICENSE AND CERTIFICATIONS**

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

**13.0 COMPLIANCE, GOVERNING LAW, AND SEVERABILITY**

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

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

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**14.0 COMPENSATION**

**14.1 Maximum Amount:**

Maximum allowable costs for FY2022-2023 under this MOU shall not exceed \$4,596,000.00 or as approved by CCPEC for each annual fiscal year's budget. Annual allocations assigned to each PACT agency are detailed in Exhibit C & C-1, attached hereto and incorporated herein.

**14.2 Method, Time and Schedule/Condition of Payments:**

Within thirty (30) days of the end of each month in which services were rendered, each participating PACT agency will prepare and submit to Probation's Accounts Payable, via email [Acctspayable@rivco.org](mailto:Acctspayable@rivco.org), a reimbursement claim/journal entry for services and expenditures performed and incurred during the month. Using the invoice template, attached hereto and incorporated herein as Exhibit B, claim documentation will include, but is not limited to, an invoice with an itemized expenditure summary of Salaries & Benefits and Services & Supplies; and copies of timesheets, pay registers, and vendor invoices or receipts, as applicable.

Upon review and approval, Probation shall process each claim within fifteen (15) business days. The corresponding payment voucher will be forwarded to the County Auditor-Controller's office for processing. Invoices will be held beyond the fifteen (15) business days when an annual fiscal year realignment budget has not been approved by the CCPEC and the Riverside County Board of Supervisors. Upon approval by both governing bodies, held invoices will be released to the Auditor-Controller's office for processing.

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

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

Additional clarifications on the reimbursement process are provided as part of the Frequently Asked Questions, attached hereto and incorporated herein as Exhibit D.

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**14.3 Use of Funds:**

PACT agencies shall not use any funds received pursuant to this MOU for any other program, project, or purpose. The parties shall not use realignment funds to supplant by claiming reimbursement from Probation for any costs which have been paid by another source of revenue. The parties agree not to use funds received pursuant to this MOU, either directly or indirectly, for purposes of obtaining funds under any other program without prior written approval of Probation. Additional guidelines for use of funds received pursuant to this MOU are provided in the Funding and Reimbursement Policy and Guidelines for Regional PAC Teams as developed by the Association of Riverside County Chiefs of Police and Sheriff (ARCCOPS) in cooperation with Probation, attached hereto and incorporated herein as Exhibit E. Any revisions by ARCCOPS to the guidelines will supersede the attached exhibit.

**14.4 Disallowance:**

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

**14.5 Availability of Funding:**

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

**15.0 NOTICES**

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

Riverside County Probation Department

Probation Administration

Administrative Services Manager III – Fiscal Services Division

P.O. Box 833

Riverside, CA 92502

(951) 955-2983

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Post-release Accountability and Compliance Team

Tony Conrad, Chief of Police  
Murrieta Police Department  
2 Town Square  
Murrieta, CA 92562  
(951) 461-6358  
tconrad@murrietaca.gov

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

**16.0. MERGER CLAUSE**

This MOU, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing, including the FY22-23 MOU.

**17.0. ELECTRONIC SIGNATURES**

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

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**SIGNATURE PAGE**

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

\_\_\_\_\_  
Ron Miller II, Chief Probation Officer  
Riverside County Probation Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Minh C. Tran  
County Counsel

BY: \_\_\_\_\_  
Lisa Sanchez  
Deputy County Counsel

DATE: \_\_\_\_\_

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\_\_\_\_\_  
Sean Thuilliez, Chief of Police  
Beaumont Police Department

\_\_\_\_\_  
Date

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---

Charles P. McClendon, City Manager  
Cathedral City

---

Date

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\_\_\_\_\_  
Robert Newman, Chief of Police  
Corona Police Department

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Luke Rainy, City Manager  
City of Desert Hot Springs

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Eddie Pust, Acting City Manager  
Hemet Police Department

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Bryan Montgomery, City Manager  
City of Indio

\_\_\_\_\_  
Date

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---

Kim Summers, City Manager  
City of Murrieta

---

Date

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\_\_\_\_\_  
Mallory Crecelius, City Manager  
City of Blythe

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Lea Deesing, Assistant City Manager  
City of Riverside

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Chad Bianco  
Riverside County Sheriff-Coroner  
(Coachella, Lake Elsinore and San Jacinto Stations)

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Minh C. Tran  
County Counsel

BY: \_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

DATE: \_\_\_\_\_

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\_\_\_\_\_  
Doug Schulze, City Manager  
City of Banning

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Armando G. Villa, City Manager  
City of Menifee

\_\_\_\_\_  
Date

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**Exhibit A-Quarterly Financial Summary Report Template**

**AB 109 Community Corrections Partnership Executive  
Committee FY 2022/23 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 #)

**EXPENDITURES**

Level	Description	FY (YYYY) Budget	0% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimates	FY (YYYY) Year-end Estimates	Year-end Variance	Full-Year (On-Going) Estimates
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	Fixed Assets	0	0	0	0	0	0	0
7	Interfund Transfers	0	0	0	0	0	0	0
<b>Total Expenditures</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**DEPARTMENTAL REVENUE**

Code	Description	FY (YYYY) Budget	0% 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
<b>Total Dept. Revenue</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**NET COST**

<b>\$0</b>								
------------	------------	------------	------------	------------	------------	------------	------------	------------

CCPEC Agency: \_\_\_\_\_ (Department Name)  
 Dept Number (If applicable): \_\_\_\_\_ (Budget Unit)  
 Reporting Period (1, 2, 3, or 4) \_\_\_\_\_ (Period #)

**NARRATIVE**

**1. Description of current budget status, including any known or potential problem areas within the budget and options and/or recommendations for addressing these issues.**

(Please include in this section budget details such as number of filled/vacant positions, fixed asset expenditures, etc.)

**2. Provide a summary of AB 109 activities performed during the reporting period (if desired, copies of the monthly CCPEC reports may be attached).**

Reporting Period: \_\_\_\_\_ (Reporting Period Dates)

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_



**THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS  
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**EXHIBIT C**

**DISTRIBUTION OF ANNUAL PACT ALLOCATION BY CITY FY22-23**

**EAST**

City of Cathedral City (Sergeant)	\$270,000.00*
City of Cathedral City	\$216,500.00
City of Coachella	\$216,500.00
City of Desert Hot Springs	\$216,500.00
City of Indio	\$216,500.00
City of Blythe	\$216,500.00

**WEST**

City of Corona	\$216,500.00
City of Corona (Corporal)	\$238,000.00
City of Riverside (Sergeant)	\$270,000.00*

**CENTRAL**

City of Banning	\$216,500.00
City of Beaumont	\$216,500.00
City of Hemet (Sergeant)	\$270,000.00*
City of Lake Elsinore	\$216,500.00
City of Menifee	\$216,500.00
City of Murrieta	\$216,500.00
City of San Jacinto	<u>\$216,500.00</u>

<b>Total Annual Pact Allocation FY22/23</b>	<b>\$3,646,000.00</b>
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\*PACT agencies with sergeants assigned to the teams receive \$270,000 each. PACT agencies without sergeants assigned to the teams receive \$216,500, and corporal receives \$238,000 as dictated by the approved ARCCOPS memorandum (Exhibit E) revised October 2020.

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**EXHIBIT C-1**

**ADDITIONAL DISTRIBUTION OF ALLOCATION FOR  
ONE-TIME AND ONGOING COSTS BY CITY FY22/23**

<b>EAST</b>	<b>Vehicles*</b>	<b>Host Agency O&amp;M**</b>
City of Cathedral City (Sergeant)	\$50,000	\$50,000
City of Cathedral City	\$50,000	
City of Coachella	\$50,000	
City of Desert Hot Springs	\$50,000	
City of Indio	\$50,000	
City of Blythe	\$50,000	
 <b>WEST</b>		
City of Corona	\$50,000	
City of Corona (Corporal)	\$50,000	
City of Riverside (Sergeant)	\$50,000	\$50,000
 <b>CENTRAL</b>		
City of Banning	\$50,000	
City of Beaumont	\$50,000	
City of Hemet (Sergeant)	\$50,000	\$50,000
City of Lake Elsinore	\$50,000	
City of Menifee	\$50,000	
City of Murrieta	\$50,000	
City of San Jacinto	\$50,000	
<b>Summary of Costs</b>	<b>\$800,000</b>	<b>150,000</b>
 <b>Total Additional PACT Allocation FY22/23</b>		
	<b>\$950,000</b>	

\*PACT agencies to receive a one-time vehicle allocation of \$50,000 per person (FY22/23 ONLY).

\*\*Host PACT agencies to receive \$50,000 a year to offset Operations and Maintenance costs.

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Exhibit D  
Frequently Asked Questions

1. Year End:

- a. What is a year-end estimate claim and what needs to be included?
  - i. A year-end estimate claim allows Probation to encumber funds for payment from the current fiscal year into the beginning of the next to cover expenditures incurred during the month of June and have a record that the final submittal is pending.
  - ii. If funds are not encumbered to cover final year-end claims and a claim is submitted, the reimbursement may be charged against the PACT agency's allocation for the next fiscal year.
  - iii. To submit a year-end estimate claim form:
    1. Use the Invoice Template (Exhibit B) provided,
    2. In the location on the form for listing the month/year of the claim, please mark as the June Estimate,
    3. Based on remaining annual funds and use of funds to date generate estimated expenditures for the month of June;
    4. Attach any advance approvals for services/supply/equipment purchases, and
    5. Submit estimate to Probation no later than June 20 of each year.
- b. What if the claim for actual year-end expenditures is not submitted before the County's year-end submission deadline?
  - i. If the claim for actual year-end expenditures is not received by the deadline, Probation will process payment to the PACT agency using the estimate provided.
  - ii. When the claim is received (after the deadline), if expenditures exceed the estimate, Probation will process payment for the difference and the difference will be paid from any rollover funds. If the expenditures are less than the estimate, the PACT agency is required to refund the overpayment back to Probation.

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- c. What documentation is needed to include major purchases in the year-end estimate?
  - i. To include year-end expenditures that will not complete processing in the current fiscal year, the submitting PACT agency needs to provide proof of intent to purchase the major item, such as vehicles.
  - ii. Proof of intent to purchase can be represented by approval documents from a City Council, an approved purchase order, an approved requisition, or a copy of the documents used by the City to encumber funds in their own fiscal year budget allowing Probation sufficient documentation to encumber funds to reimburse the submitting PACT agency.
- d. What if the estimate is overstated?
  - i. If any unused funds are remaining after the final year-end reimbursement claim is submitted (prior to year-end deadline), the funds will be released for use within Realignment.

2. Staff Substitution for Another PACT Agency

- a. What is the process to submit claims when substituting PACT staff by another police department due to staff shortages?
  - i. The Police Department providing the staff substitution must bill the PACT Agency suffering the staff shortage.
  - ii. The PACT Agency suffering the staff shortage will then submit their monthly claim to Probation. The claim should include back-up documentation reflecting invoices and payment to the substituting Police Department for staff services rendered. Any back-up documentation provided by the substituting Police Department (such as timesheets) should be included in the monthly claim.
  - iii. PACT Agencies cannot bill against another PACT Agency's allocation.

3. Mileage Claims

- a. What documentation is required to submit for mileage claims?
  - i. A mileage log reflecting record of what miles are used for PACT specific duties is sufficient back-up for a mileage claim.
- b. What if a vehicle is 100% PACT?

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

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4. Staff Time

- a. Can vacation, sick, and compensation time earned be paid?
  - i. Yes, vacation, sick, and compensation time earned while performing PACT duties can be paid.
  - ii. Detailed tracking of when the time is earned and when it is paid will need to be provided as back-up to the claim. The tracking is necessary to ensure no duplication of payment is requested (i.e. reimbursement for compensation time on one pay period and on the next pay period requesting reimbursement for time-off using those same backed compensation time hours). A tracking sheet can be provided upon request.
  - iii. PACT Agencies that allow their officers to 'sell back' their compensation time at the end of the year can claim those hours as part of their reimbursement. Detailed tracking reflecting that the compensation time is earned while performing PACT duties must be submitted as back-up.
- b. Our police department uses electronic timesheets. Is a report from the timesheet system acceptable back-up?
  - i. Yes, a report from the timesheet system is acceptable as long as it reflects when the employee approved their timesheet and when the supervisors counter-approved their timesheets.

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Exhibit E

**A.R.C.C.O.P.S.**



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

**Rev. 10/2020**

- I. **PURPOSE:** The purpose of this policy is to set forth standardized procedures for oversight and funding of personal assigned to Regional PAC Teams.
- II. **ORGANIZATION:** Each regional PAC Team will establish a governing board including on 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 entities (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 personal 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 PACT Team.
  - B. Reimbursement will be limited to the following:

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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.
- C. Total reimbursement shall not exceed \$216,500 per fiscal year for each police officer or detective assigned; \$238,000 per fiscal year for corporal assigned; and \$270,000 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 Corona).