



THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS

PROBATION DEPARTMENT AND

POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM

FOR PUBLIC SAFETY REALIGNMENT

MEMORANDUM OF UNDERSTANDING

**THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
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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 twelve (12) 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, Cathedral City Police Department, Corona Police Department, Desert Hot Springs Police Department, Hemet Police Department, Indio Police Department, Menifee Police Department, Murrieta Police Department, Palm Springs 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 DEFINITION

Probation Officers are peace officers under 830.5 PC. The authority of probation officers shall extend only as follows:

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- 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 violation 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.

In light of the above, there must be a nexus between probation/ parole conditions for the Probation Officer to be involved. The Probation Officers involvement is limited to the conditions outlined. There is no provision for the Probation Officer to engage in 830.1 PC actions or activities.

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.

3.0 PURPOSE AND STATEMENT OF WORK

This Memorandum of Understanding (MOU) is entered into by and between Probation, the Banning Police Department, Beaumont 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, Palm Springs 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 Beaumont Police Department is the voting member of the CCPEC and represents the PACT agencies participating in this MOU.

Probation and PACT 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.

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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, 2020 and ending on June 30, 2021. 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 MOU is effective.

5.0 AMENDMENT OR TERMINATION OF MOU

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.

This MOU may be amended at any time with the written concurrence of all parties. Consideration for amendment will be given upon written notification by one party to the others. Probation and PACT will review this MOU at least annually and modify as needed. Any participating PACT agency can withdraw participation in this agreement with or without cause upon thirty (30) days written notification to Probation and PACT. 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 either Probation or PACT upon thirty (30) days written notification to the other party 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

PACT agrees that any duly authorized representative of the Federal, State, or local 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

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representative of the Federal, State, or local 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.

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 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, or its agents are held liable for deaths or injuries to persons or property, each party's liability for contribution or

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indemnity for such injuries shall be based proportionately upon 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 possess a current and valid license/certification in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed/certified staff.

13.0 COMPLIANCE, GOVERNING LAW, AND SEVERABILITY

PACT 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 PACT 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 FY2020-2021 under this MOU shall not exceed \$3,429,500.00 or as approved by CCPEC for each annual fiscal year's budget. Annual allocations assigned to each PACT agency are detailed in Exhibit C, 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 the Probation Principal Accountant assigned to the program, via email, a reimbursement claim/journal entry for services and expenditures performed and incurred during the month. Using the invoice template, 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 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 PACT 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, 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. PACT shall not use realignment funds to supplant by claiming reimbursement from Probation for any costs which have been paid by another source of revenue. PACT agrees that it will not 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, incorporated herein as Exhibit E. Any revisions by ARCCOPS to the guidelines will supersede the attached exhibit.

14.4 Disallowance:

In the event PACT receives payment for services pursuant to this MOU which is later disallowed for nonconformance with the terms and conditions herein by Probation, PACT 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 PACT 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:

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Riverside County Probation Department

Probation Administration

Administrative Services Manager III – Fiscal Services Division

P.O. Box 833

Riverside, CA 92502

(951) 955-2983

Post-release Accountability and Compliance Team

Sean Thuilliez, Chief of Police

Beaumont Police Department

660 Orange Avenue

Beaumont, CA 92223

(951) 769-8507

sthuelliez@beaumontpd.org

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 FY19-20 MOU.

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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 Post-release Accountability and Compliance Team by the signatures of the duly authorized respective agents, and the day and year written herein below.

Ron Miller II, Chief Probation Officer
Riverside County Probation Department

Date

FORM APPROVED COUNTY COUNSEL

BY: _____

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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George Johnstone, Chief of Police
Corona Police Department

Date

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Chuck Maynard, City Manager
City of Desert Hot Springs

Date

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Eddie Pust, Chief of Police
Hemet Police Department

Date

Christopher Lopez, City Manager
City of Hemet

Date

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Mark Scott, City Manager
City of Indio

Date

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Kim Summers, City Manager
City of Murrieta

Date

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City Manager
City of Palm Springs

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED BY CITY COUNCIL:

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Lea Deesing, Assistant City Manager
City of Riverside

Date

Approved as to Form



Elliot H. Min
Deputy City Attorney

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

Date

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Doug Schulze, City Manager
City of Banning

Date

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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 2020/21 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 (YY/YY) Budget	0% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimates	FY (YY/YY) 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
Total Expenditures		\$0	\$0	\$0	\$0	\$0	\$0	\$0

DEPARTMENTAL REVENUE

Code	Description	FY (YY/YY) Budget	0% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimates	FY (YY/YY) 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

\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
------------	------------	------------	------------	------------	------------	------------	------------	------------

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: _____

EXHIBIT B PACT INVOICE TEMPLATE							
(City Logo/ Letterhead)							
				INVOICE:			
				DATE:			
				DUE DATE:			
Bill to: RIVERSIDE COUNTY PROBATION DEPARTMENT FISCAL UNIT ADMIN SVC MGR 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/YR-MM/DD/YR)						
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 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: <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 5px;"></div>							
Page 2							

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Exhibit C
Distribution of Annual PACT Allocation by City

City of Banning	\$ 216,500.00
City of Beaumont	\$ 216,500.00
Cathedral City	\$ 270,000.00*
City of Coachella	\$ 216,500.00
City of Corona	\$ 216,500.00
City of Corona – (Corporal)	\$ 238,000.00
City of Desert Hot Springs	\$ 216,500.00
City of Hemet	\$ 270,000.00*
City of Indio	\$ 216,500.00
City of Lake Elsinore	\$ 216,500.00
Menifee	\$ 216,500.00
City of Murrieta	\$ 216,500.00
City of Palm Springs	\$ 216,500.00
City of Riverside	\$ 270,000.00*
City of San Jacinto	\$ 216,500.00
<hr/>	
FY20/21 Total Annual PACT Allocation	\$ 3,429,500.00

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

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- 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 funds encumbered 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?
 - 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



**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 base 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).