

**MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF _____
AND
THE COUNTY OF ORANGE
FOR
PUBLIC SAFETY REALIGNMENT AND POSTRELEASE COMMUNITY SUPERVISION
COST REIMBURSEMENT TO LOCAL LAW ENFORCEMENT AGENCIES
FOR ENHANCED SERVICES AND OTHER AUTHORIZED EXPENDITURES**

This Memorandum of Understanding, hereinafter referred to as "MOU," entered into on _____, 2013, which date is enumerated for purpose of reference only, is by and between the City of _____, acting on behalf of its Police Department ("City"), and the County of Orange, a political subdivision of the State of California, acting on behalf of the Orange County Probation Department ("County.")

RECITALS

WHEREAS, Assembly Bill ("AB109"), titled "2011 Realignment Legislation Addressing Public Safety," became effective on July 1, 2011 and provided for the enactment of the "2011 Postrelease Community Supervision Act;"

WHEREAS, the 2011 Postrelease Community Supervision Act requires that certain offenders released from State prison shall be subject to postrelease community supervision provided by a county agency designated by each county's board of supervisors, as specified in section 3450 of the Penal Code and as added by AB109;

WHEREAS, the Orange County Board of Supervisors, pursuant to Resolution No. 11-111, designated the Orange County Probation Department ("OC Probation") as the County agency responsible for providing postrelease community supervision;

WHEREAS, on October 18, 2011 the Orange County Board of Supervisors accepted the Orange County Public Safety Realignment and Postrelease Community Supervision 2011 Implementation Plan ("PCS 2011 Implementation Plan") developed by the Orange County Community Corrections Partnership ("OCCCP") and approved by the OCCCP Executive Committee, as required under AB109 and subsequent related legislation;

WHEREAS, the Fiscal Year 2013-14 Final Budget Resolution, with funding allocations of State appropriation for the continuing implementation of AB109 for enhanced services and other authorized expenditures for local law enforcement agencies were presented to, and approved by the Orange County Board of Supervisors on June 24, 2013;

WHEREAS, the parties to this MOU wish to establish the cost reimbursement policies, procedures and requirements pertaining to City's provision of enhanced services and expenditures of its AB109 funding allocation for Fiscal Year 2013-14, and for subsequent fiscal years thereto.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 TERM

The initial term of this MOU shall be effective retroactively from July 1, 2013, through June 30, 2014, with approval by the Orange County Board of Supervisors. Thereafter, this MOU may be renewed for succeeding 12-month fiscal year periods of July 1 through June 30, without further action by the Orange County Board of Supervisors, on the same terms and conditions and upon mutual written agreement between City and OC Probation, subject to:

- 1.1 New or additional funding appropriated to the County by the State legislature for the continuing implementation of AB109 and subsequent related legislation;
- 1.2 Acceptance by the Orange County Board of Supervisors of the State appropriation for the continuing implementation of AB109 and subsequent related legislation, for inclusion in the County's budget for each fiscal year covered by this MOU; and
- 1.3 Approval by the Orange County Board of Supervisors of the funding allocations of such State appropriation to local resources and needs, including amounts that may be reimbursed to City for enhanced law enforcement services and other authorized expenditures.

2.0 POPULATIONS SERVED

- 2.1 New Populations under County Jurisdiction: Beginning October 1, 2011, AB109 and subsequent related legislation, as implemented by County, placed the following populations under County jurisdiction and supervision by OC Probation:
 - 2.1.1 Persons released from prison on postrelease community supervision ("PCS") instead of parole, consisting of non-violent, non-serious and non high-risk sex offenders as defined by the California Department of Corrections and Rehabilitation.
 - 2.1.2 Persons who have committed felonies and now sentenced to County jail pursuant to subdivision (h) of Penal Code section 1170 instead of State prison, who may also be placed on mandatory supervised release.
- 2.2 Information on New Populations under County Jurisdiction: OC Probation will provide City with a "Notice of Supervision" with regard to individuals scheduled by the State for PCS release, as described in section 2.1.1 herein. Requests for information on particular individuals placed on mandatory supervised release, as described in section 2.1.2, may be directed to OC Probation, as needed.

3.0 SCOPE OF ITEMS REIMBURSABLE TO CITY

Under this MOU, OC Probation shall compensate City for providing enhanced law enforcement services and incurring related expenditures directly related thereto, which shall consist of, but not be limited to, the following:

- 3.1 Overtime Services: At various times that are mutually agreed upon and determined necessary to achieve the objectives of public safety realignment and other purposes related to AB109, City shall provide the number of law enforcement personnel

requested by OC Probation, or by City, in order to check the compliance of offenders, described in section 2.1 herein, with their conditions of supervision. City law enforcement personnel shall accompany OC Probation peace officers in conducting activities, commonly termed as "sweeps," outside of regular work hours, and as more fully described in section 5.2.2 of this MOU.

- 3.2 Services of Dedicated Personnel: City may, at its discretion and with written notification to OC Probation, assign personnel to perform law enforcement services under this MOU, during their normal work hours as regular-time services, and additionally outside of their normal work hours as overtime services, as more fully described in section 5.2.3 of this MOU.
- 3.3 Other Authorized Expenditures: City may claim reimbursement for operating expenses directly related to the provision of services under this MOU. Allowable and claimable operating expenses shall include, but not be limited to, professional and technical training, equipment, general supplies, travel, and mileage, all as they directly relate to AB109 and the objectives of public safety realignment, services rendered, or authorized expenditures incurred under this MOU.

4.0 AMOUNTS REIMBURSABLE TO CITY

OC Probation shall reimburse City for providing enhanced law enforcement services and incurring authorized expenditures under this MOU, as needed to achieve the objectives of public safety realignment, in accordance with the following guidelines:

4.1 Funding Allocation to City:

- 4.1.1 As approved by the Orange County Board of Supervisors for the period July 1, 2013 through June 30, 2014, City shall be reimbursed up to a maximum amount of \$_____. Such amount is part of, and included in the total maximum funding allocation of \$565,048 to local law enforcement agencies, as specified in Attachment 1 ("Local Law Enforcement PCS Funding Allocation: July 1, 2013 through June 30, 2014") of this MOU.
- 4.1.2 For succeeding 12-month fiscal year periods of July 1 through June 30, and subject to new or additional State funding as described in section 1 of this MOU and allocated by the Orange County Board of Supervisors, City's funding allocation shall be specified in a written document renewing this MOU, as mutually agreed upon and signed by both parties.

4.2 Total Funding Allocation to Local Law Enforcement Agencies:

During any 12-month fiscal year period of July 1 through June 30 that this MOU is in effect, City and all other local law enforcement agencies will be individually compensated solely from and within the total maximum State funding allocation recommended by the OCCCCP Executive Committee and approved by the Orange County Board of Supervisors for enhanced law enforcement services and other authorized expenditures, until such amount is depleted. Any remaining balance at the end of a fiscal year will carry over to the following fiscal year, starting with the July 1, 2014 through June 30, 2015 fiscal year.

5.0 RESPONSIBILITIES OF PARTIES

5.1 County, through OC Probation, shall:

- 5.1.1 As needed, and subject to the provisions of section 8 of this MOU, periodically deploy OC Probation peace officers to City police department facilities, to act as liaison for ensuring proper coordination of activities under the PCS 2011 Implementation Plan and succeeding PCS Updates, including the services provided by City under this MOU
- 5.1.2 Request overtime services from City to conduct activities commonly termed as “sweeps,” as needed to accomplish specific objectives, pursuant to section 5.2.2 herein
- 5.1.3 Coordinate the scheduling of such overtime services with City's designated law enforcement personnel
- 5.1.4 In advance of scheduled overtime services, provide specific information to City law enforcement personnel identifying the names, addresses, and known associations of the intended sweep subjects
- 5.1.5 Provide County vehicles for OC Probation peace officers assigned to accompany City law enforcement personnel in the performance of services related to this MOU
- 5.1.6 Conduct periodic meetings and participate in briefing sessions with City law enforcement personnel
- 5.1.7 Compensate City for services rendered and other authorized expenditures incurred under this MOU, in accordance with section 6.0 herein
- 5.1.8 Oversee the administrative processes for billing and compensation for services rendered and other authorized expenditures incurred under this MOU
- 5.1.9 Financially monitor the usage of the amount annually proposed by the OCCCCP Executive Committee and adopted by the Orange County Board of Supervisors for enhanced law enforcement services and other authorized expenditures under this MOU, so as not to exceed the maximum allocation made available from State funding for each fiscal year

5.2 City, through its Police Department, shall have the following responsibilities with regard to services and authorized expenditures under this MOU:

5.2.1 General Duties

- 5.2.1.1 Ascertain the whereabouts of persons described in section 2.1 of this MOU and known to reside within City's geographical boundaries, and notify OC Probation when practicable, prior to conducting compliance checks of any offender, in order to verify

such individual's identity, active supervision status, and any relevant conditions of supervision that are to be enforced

- 5.2.1.2 Make searches and seizures, as appropriate and reasonable
 - 5.2.1.3 Perform surveillance of persons described in section 2.1 in City or any jurisdiction City has an agreement with pursuant to Penal Code section 830.1
 - 5.2.1.4 Make arrests for violations of supervision conditions with prior authorization from assigned OC Probation peace officers, or for active warrants for persons described in section 2.1
 - 5.2.1.5 Complete and maintain documentation relating to probable cause, the circumstances of arrests and new law violations, bookings and all other pertinent information
 - 5.2.1.6 Provide police vehicles for City law enforcement personnel to conduct activities under this MOU
 - 5.2.1.7 As appropriate, allow OC Probation peace officers to ride as passengers in City police vehicles, or to operate the vehicles if City law enforcement personnel are rendered unable to drive said vehicles, subject to the provisions of section 9 of this MOU
 - 5.2.1.8 Maintain timekeeping and payroll documentation for overtime and regular-time services rendered by City law enforcement personnel, and relevant source documentation such as ledgers, journals, cancelled checks, receipts, and invoices supporting the submittal of other authorized expenditures incurred by City under this MOU
- 5.2.2 Overtime Services: With regard to overtime services rendered pursuant to section 3.1 of this MOU:
- 5.2.2.1 Advise OC Probation of the number of City peace officers scheduled to perform the overtime services requested by OC Probation
 - 5.2.2.2 Notify OC Probation of City's own need to perform overtime services over and above those requested by OC Probation
 - 5.2.2.3 If necessary and in advance of the scheduled overtime services, and subject to approval by OC Probation, request that certain individuals under PCS be added to the scheduled sweep, including the reasons for such request
 - 5.2.2.4 Make a room available for the parties to participate in briefing sessions prior to and upon completion of scheduled activities, or at any other times as may be required, subject to the provisions of section 8 of this MOU

- 5.2.3 Services of Dedicated Personnel: With regard to regular-time and overtime services rendered by personnel dedicated to perform activities under this MOU:
- 5.2.3.1 Provide written notification of such dedicated personnel assignments to OC Probation, for coordination of services and reimbursement procedures under this MOU, by mail, fax or e-mail, as follows:
- Orange County Probation Department
Attention: Director of Postrelease Community Supervision
Division
P.O. Box 10260
Santa Ana, CA 92711
Fax: 714.558.6329
E-mail: Rita.Roberts@prob.ocgov.com
- 5.2.3.2 Notify the assigned OC Probation peace officers of each law enforcement contact made with offenders, the nature and circumstances of such contact, and any actions taken or continuing therefrom, as soon as practicable after the occurrence of such contact
- 5.2.3.2.1 For expediency and efficiency in communication and response times, the preferred method of notification to OC Probation under this section shall be through COPLINK. If reporting via COPLINK is not available, notification may be done by telephone to the assigned OC probation peace officers, or as described in section 5.2.3.1 above.
- 5.2.3.3 Provide quarterly statistical and progress reports to OC Probation of law enforcement activities undertaken under this MOU
- 5.2.3.4 Attend periodic meetings as requested by OC Probation, or schedule meetings with OC Probation as needed

6.0 COMPENSATION

County shall compensate City for salaries and benefits paid by City to law enforcement personnel assigned to perform services under this MOU, as follows:

- 6.1 Regular Position: The law enforcement personnel assigned by City to perform services under this MOU shall consist of full-time employees of City in regular positions, whose normally assigned work hours equal a full work period.
- 6.1.1 A regular position shall mean a position established on a permanent year-round basis and requiring work on a schedule designated by City as a normal work schedule.

- 6.2 **Overtime Services:** Law enforcement personnel may be assigned by City to perform services under this MOU, pursuant to section 3.1 herein, during hours that are in excess of an employee's normal work schedule in a regular work period. County shall pay City for overtime services rendered by such personnel at one and one-half (1-1/2) times their hourly rate, multiplied by the number of hours of service actually provided during the billing period.
- 6.3 **Services of Dedicated Personnel:** Law enforcement personnel may be dedicated by City to perform services under this MOU, pursuant to section 3.2 herein, during their normal work hours as regular-time services, and additionally outside of their normal work hours as overtime services. County shall pay City for regular-time services rendered by such personnel at their hourly rate, and for overtime services at one and one-half (1-1/2) times their hourly rate; both as multiplied by the number of hours of service actually provided during the billing period.
- 6.4 **Claiming Methodology:** For purposes of submitting reimbursement claims to OC Probation under section 7.0 herein, City shall use its own methodology for calculating hourly rates, as applicable to regular time or overtime hours recorded by law enforcement personnel assigned to perform services under this MOU. When submitting invoices to OC Probation under section 7.1 herein, City may include the benefits associated with the regular time or overtime hourly rates applicable to the claimed services, or show such benefits as a separate line item.
- 6.5 **No Supplantation:** City acknowledges its understanding that: (a) the services rendered by law enforcement personnel assigned to perform services under this MOU have not previously been, or otherwise will be funded by City; and (b) employee compensation for said services does not supplant or replace any other City-funded work hours.
- 6.6 At all times during any particular action under this MOU, each party's employees shall conform to his or her respective departmental policies, requirements and procedures. Each party will operate under the direction of its respective chain of command. No party is responsible for the actions of another party's personnel. Any evaluation and investigation of any complaints regarding any party or its personnel shall be referred to the party at issue.

7.0 FINANCIAL ACCOUNTABILITY

- 7.1 OC Probation's Fiscal Services Unit shall issue instructions to City for claiming reimbursement of expenses under this MOU. City shall submit invoices for services rendered and authorized expenditures incurred under this MOU, accompanied by the source documents described in sections 5.2.1.8 and 6.4 herein, with the following minimum information:
- 7.1.1 Date of service and/or expenditure
- 7.1.2 Name(s) of City law enforcement personnel who rendered the services, with their hourly and overtime rates, and number of service hours performed, pursuant to the methodology described in section 6.4 herein

- 7.1.3 Operating expenses, itemized as directly related to the provision of services under this MOU
 - 7.1.4 City's name and address
 - 7.1.5 City's remittance address, if different from above
 - 7.1.6 City's federal taxpayer identification number
 - 7.1.7 Invoice number or some identifying tracking number specified by City
 - 7.1.8 "Bill To" section in accordance with section 7.2 below
 - 7.1.9 Statement from City's designated representative for this MOU, to read: "I hereby certify to the appropriateness of the costs claimed and that these costs have not been reimbursed by revenue, income, or grants from any other source."
- 7.2 City's invoices shall be mailed to the following address, with the same "Bill To" information included in the invoice:
- Orange County Probation Department
Attention: Fiscal Services Unit
P.O. Box 10260
Santa Ana, CA 92711
- 7.3 City may submit invoices claiming reimbursement for services rendered and authorized expenditures incurred under this MOU on a monthly basis, or quarterly at a minimum.
- 7.3.1 For each fiscal year of July 1 through June 30 that this MOU is in effect, final claims for reimbursement of services rendered and authorized expenditures incurred by City shall be submitted for receipt by OC Probation no later than July 5 immediately following.
- 7.4 Payment by County to City will be within 30 days of receipt of an invoice in the format specified in section 7.1 herein, as verified and approved by the OC Probation PCS Division Director, and subject to routine processing requirements. City agrees to accept such compensation as full remuneration for services rendered and authorized expenditures incurred under this MOU and for any reasonably unforeseen difficulties or risks which may arise or be encountered in the performance of services under this MOU.
- 7.5 County reserves the right to verify City's source documents related to the provision of services and authorized expenditures incurred under this MOU. Auditors of the County, OC Probation, and State shall have access to information, documents, papers and records of City, which are determined to be pertinent specifically to this MOU, for the purpose of making an audit, evaluation, excerpts and transcripts. Furthermore, OC Probation shall have the right to audit claims submitted for reimbursement by City, if a subsequent audit determines that certain costs and expenses claimed by and reimbursed to City are not allowable. City shall reimburse

OC Probation for any such disallowed amounts.

8.0 LICENSE TO USE CITY REAL AND PERSONAL PROPERTY

In consideration of the promises contained herein, City hereby grants to County rent-free use of office space, office furniture, and office equipment located in the offices of the City Police Department. Said office space, furniture and equipment shall be used solely by personnel of City and OC Probation while performing their assigned duties related to services under this MOU. The precise location, size and type of said office space, office furniture and office equipment will be determined by City. City shall supply all repair, maintenance and janitorial supplies and services to said premises and shall be responsible for all charges for utilities supplied to said premises.

9.0 PERMISSION TO USE CITY VEHICLES

In consideration of the promises contained herein, City hereby grants to County permission for OC Probation personnel to operate and to ride as passengers in vehicles owned or leased by City, as necessary while performing their assigned duties related to services under this MOU. City shall supply all repair and maintenance services for said vehicles, and shall pay all fuel costs for said vehicles.

10.0 MUTUAL INDEMNIFICATION

County agrees to indemnify, defend with counsel approved in writing by City, and hold City, its officers, employees, and agents ("City Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by County pursuant to this MOU. City's approval of counsel shall not be unreasonably withheld. If judgment is entered against County and City by a court of competent jurisdiction because of the concurrent active negligence of City or City Indemnitees, County and City agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. This indemnification shall commence on the effective date of this MOU and shall continue thereafter for any and all causes of action accruing during the term of this MOU.

City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by City pursuant to this MOU. County's approval of counsel shall not be unreasonably withheld. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. This indemnification shall commence on the effective date of this MOU and shall continue thereafter for any and all causes of action accruing during the term of this MOU.

11.0 PROJECT MANAGEMENT

The OC Probation PCS Division Director shall manage and oversee the operation and administration of this MOU pursuant to the terms and conditions contained herein. The PCS Division of OC Probation shall coordinate with City law enforcement personnel with regard to the activities covered under this MOU.

12.0 CONTINGENCY OF FUNDS

City acknowledges that funding or portions of funding for this MOU may be contingent upon State budget approval, receipt of funds from, and/or obligation of funds by the State to County; and inclusion of sufficient funding for the services hereunder in the budget recommended by the OCCCP and approved by the Orange County Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this MOU without penalty.

13.0 CONFIDENTIALITY:

City agrees to maintain the confidentiality of County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All such records and information shall be considered confidential and kept confidential by City and City's staff, agents and employees.

14.0 TERMINATION:

Either party may terminate this MOU, with or without cause, upon 30 days' written notice given to the other party. The obligations pertaining to indemnification for, or defense of causes of action accruing during the term of this MOU, shall extend beyond the termination of this MOU until fully performed.

15.0 NOTICES:

Any notices required or permitted to be given under this MOU shall be in writing and addressed as follows:

Notices to City:

Notices to County:

Orange County Probation Department
Attention: PCS Division Director
P.O. Box 10260
Santa Ana, CA 92711

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers.

CITY OF _____

By: _____

Dated: _____

Attest: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

COUNTY OF ORANGE:

By: _____
Steven J. Sentman
Chief Probation Officer

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By: Wendy J. Phyllis
Senior Deputy County Counsel

Dated: 10/2/13

ATTACHMENT 1

**LOCAL LAW ENFORCEMENT PCS FUNDING ALLOCATION
July 1, 2013 through June 30, 2014**

<u>City/Agency</u>	<u>\$ Allocation</u>
Orange County Sheriff’s Department Unincorporated area and Contract Cities *	64,940
Anaheim	94,050
Brea	4,479
Buena Park	13,809
Costa Mesa	32,097
Cypress	7,091
Fountain Valley	6,345
Fullerton	30,977
Garden Grove	40,680
Huntington Beach	27,618
Irvine	11,570
La Habra	11,196
La Palma **	-0-
Laguna Beach	2,613
Los Alamitos	1,866
Newport Beach	5,598
Orange	30,230
Placentia	7,464
Santa Ana	144,434
Seal Beach	1,866
Tustin	9,330
Westminster	16,795
TOTAL	565,048

* The allocations for the Orange County Sheriff’s Department include the allocations that would have previously gone to the City of Yorba Linda, as that is now a Contract City.

** For the period July 1, 2013 through June 30, 2014, there is no funding allocation for La Palma, due to the fact that no Probation-supervised, AB 109 offenders reside within that jurisdiction. In the event this situation changes, local law enforcement representatives can propose a change in the allocation percentages to individual cities for consideration and approval by the CCP in future fiscal year allocation plans. At that point, Probation will develop an MOU with the City of La Palma, following OCCCPC’s approval of a funded allocation.