

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor Marion Ashley

SUBMITTAL DATE: June 21, 2013

SUBJECT: Approval of Larry D. Smith Correctional Facility Subvention Agreement


RECOMMENDED MOTION: That the Board approves the attached general fund subvention agreement with the City of Banning, which extends the MOU approved on January 23, 2007.

BACKGROUND: On June 4, 2013, the Board approved in concept extending the existing subvention agreement we have with the City of Banning, and directed that a formal agreement be returned within 60 days. The agreement was approved by the Banning City Council on June 18, 2013 so I am bring it back to you today and am urging you to join me in approving it.

I think we all agree that an expansion of the Larry D. Smith facility is critical to maintain public safety.

When the Board approves an expansion project with new jail beds, the existing subvention to the City of Banning for public safety purposes will be extended, as follows:

- An annual CPI adjustment is included as before, but has been decreased from a 4% maximum to a 3% maximum.
- Contract language was clarified to allow payment of the CPI adjustments that were approved in the 2007 agreement.
- The final payment due under the 2007 agreement will be the amount of the first payment for the extension period.
- The contract extension payments will continue for 1.25 years per 100 new beds constructed.
- Banning has agreed to use the subvention payment for public safety officers.


Marion Ashley, 5th District

Prev. Agn. ref. 3.60 of 12/19/06 and
3.53 of 1/23/07

Dist. 5/5

AGENDA NO.

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-45

1 MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF
2 RIVERSIDE AND THE CITY OF BANNING WITH RESPECT TO
3 EXPANSION OF THE SMITH CORRECTIONAL FACILITY AT
4 1627 S. HARGRAVE STREET, BANNING, CA

5 THIS MEMORANDUM OF UNDERSTANDING, which shall take effect July 1, 2013, is
6 executed between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of
7 California, the Riverside County Sheriff ("SHERIFF") and the CITY OF BANNING ("CITY"), a
8 municipal corporation organized and existing under the laws of the State of California to set forth the
9 parties' understandings.

10 RECITALS

- 11 A. The COUNTY owns and operates the Smith Correctional Facility which is located on
12 unincorporated land south of the city limits of the City of Banning.
- 13 B. The COUNTY intends to expand the jail bed capacity at the facility in Phase I by 400 to
14 1600 jail beds to improve public safety for the citizens of the County of Riverside.
- 15 C. The COUNTY has evaluated the expansion capacity of other correctional facilities in its
16 Correctional Facilities Master Plan and has determined that the Smith Correctional
17 Facility has highest and best capacity for expansion.
- 18 D. The COUNTY and CITY have a mutual desire to invest in public safety and welfare.
- 19 E. The COUNTY and CITY have an existing cooperative Memorandum of Understanding
20 dated February 28, 2007 ("existing MOU") covering jail subvention.
- 21 F. The COUNTY and CITY desire to enter into this cooperative Memorandum of
22 Understanding (MOU) for the purpose of achieving mutual goals of public protection for
23 its constituents.
- 24 G. The purpose of this Memorandum of Understanding (MOU) is to set forth the agreed
25 upon scope pursuant to the points set forth below:
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- 1 1. The CITY proposes that the COUNTY do the following:
- 2 a. The COUNTY will provide to the CITY annual payments to commence in May 2019,
- 3 following the expiration of the existing MOU in May 2018. The initial payment in May
- 4 2019 will equal the final payment due before the expiration of the existing MOU. The
- 5 payments will thereafter be adjusted annually by the Consumer Price Index (CPI) not to
- 6 exceed 3.0% annually.
- 7 b. Section 1(b) of the existing MOU is revised as follows: At the end of the first sentence,
- 8 delete “thereafter until the total sum of payments equal \$4,500,000”. The rest of the
- 9 sentence shall remain unchanged.
- 10 c. Nothing contained in this MOU shall invalidate the remaining terms of the existing MOU.
- 11 d. Payments made under this MOU and beyond May 2018 shall be made only if the COUNTY
- 12 is substantially under construction, or there has been completion of construction, for the jail
- 13 beds expansion. Otherwise, there will be no payments made.
- 14 e. Payments will be made annually, the following May, based only upon the following formula:
- 15 Beginning in June 1, 2018, the COUNTY will provide the CITY with 1.25 years of annual
- 16 payments for every 100 jail beds constructed (for example, 400 jail beds constructed will
- 17 entitle the CITY to five annual payments). This is a requirement for annual payments to be
- 18 made beginning in June 1, 2018.
- 19 f. The SHERIFF will maintain the reserve 9-1-1 or a comparable advanced warning system.
- 20 g. The SHERIFF will make all reasonable efforts to release inmates at their location of booking
- 21 or at the Riverside County Correctional Facility closest to the inmate’s residence of record.
- 22
- 23 2. The COUNTY proposes that the CITY do the following:
- 24 a. The CITY will allocate these COUNTY funds towards police officers.
- 25 b. The CITY will support this expansion project through cooperative efforts in consideration of
- 26 the mutual interests in public safety.
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1 c. The CITY will cooperate by non-interference in regards to all development activities of the
2 COUNTY bed expansion of the Smith Correctional Facility.

3 3. Miscellaneous Provisions.

4 a. Intent of the Parties. In entering into this Memorandum of Understanding (MOU), the
5 parties are establishing the general policy framework upon which each may proceed to plan
6 and negotiate the terms of the actions proposed herein by each of the parties.

7 b. Negotiation in Good Faith. The parties hereto each acknowledge that each party will, in
8 reliance upon the execution of this Memorandum of Understanding, undertake substantial
9 effort and expenditure of funds to accomplish the purposes described hereto. Therefore
10 each party agrees to negotiate in good faith without unreasonable delay.

11 c. Assignment. This Memorandum of Understanding is binding upon and shall inure to the
12 benefit of the parties, and their respective successors and assigns.

13 d. Authority to Execute. Each person executing this Memorandum of Understanding represents
14 to the other signatories that he or she has the authority necessary to execute this
15 Memorandum of Understanding, and that no other consent or approvals are required or
16 necessary for this Memorandum of Understanding to be binding.

17 e. Further Documents. The Parties agree to execute any other documents and to take such other
18 and further action as may be reasonably necessary to implement the understandings set forth
19 herein. However, this consent shall not extend to discretionary approvals that require the
20 parties formal approval of the parties governing boards.

21 f. Duplicate Originals. The parties may execute duplicate originals of this Memorandum of
22 Understanding or any other documents that they are required to sign or furnish pursuant to
23 this Memorandum of Understanding.

24 g. Further Understanding. The COUNTY will construct park facilities between the Correctional
25 Facility and Wesley Street. The park shall serve as a buffer between the Correctional
26 Facility and the residents of the community.


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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding to be effective on the day and year first above written.

County of Riverside (COUNTY)

City of Banning (CITY)

By: _____
John Benoit, Chairman
Board of Supervisors

By: 
Robert E. Botts
Mayor Pro Tem


Date: _____

Date: 6/19/2013

By: 
Stan Sniff, Sheriff (SHERIFF)
Riverside County

Date: 6/20/2013

FORM APPROVED COUNTY COUNSEL

By: 
Neal R. Kipnis
County Counsel

Date: 6-18-13

ATTEST:

By: _____
Kecia Harper-Ihem
Clerk of the Board