

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 5/27/15

Departmental Concurrence

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

221



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
6/4/15

SUBJECT: Designation of Fiscal Agent for the County of Riverside for the Cities within the County of Riverside who are eligible to apply jointly for the Edward Byrne Memorial Justice Assistance (JAG) FY 2015 grant funding, All Districts; [\$416,132-Federal Grant Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the County Executive Officer's designation be delegated to the Riverside County's Sheriff's Department as the agency authorized to submit an application on behalf of the County of Riverside, and the Fiscal Agent for all eligible jurisdictions;
2. Authorize the Chair to sign the Inter Local Agreement that identifies the County of Riverside as the Fiscal Agent, as well as certifications and assurances in support of the JAG Program application; and
3. Authorize the Sheriff, the Undersheriff, or the Assistant Sheriff to submit a joint grant application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$416,132.

(Continued on Page 2)

Will Taylor
 Stan Sniff

Sheriff-Coroner-PA

Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Federal JAG Grant Funds 100%				Budget Adjustment: No	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 10/21/14 3-31

District: All

Agenda Number:

3-51

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Designation of Fiscal Agent to the County of Riverside for the Cities within the County of
Riverside who are eligible to apply jointly for the Edward Byrne Memorial Justice Assistance (JAG) FY
2015 grant funding, All Districts; [\$416,132-Federal Grant Funds 100%]**

DATE: 6/4/15

PAGE: 2 of 2(BR 15-080)

BACKGROUND:

Summary

The Edward Byrne Memorial Justice Assistance Grant (JAG) program is administered by the U.S. Department of Justice, Bureau of Justice Assistance. The purpose of the JAG program is to provide funds to states and units of government to underwrite projects to reduce crime and improve public safety. The amount of funding is distributed on the basis of population and Part 1 violent crime statistics.

JAG funds may be used for local initiatives, technical assistance, training, personnel, equipment, supplies, and contractual support and information systems for criminal justice for any one or more of the following purpose areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Drug treatment programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs

The County of Riverside was notified of a funding disparity that required the eligible units of government to apply for the grant award with a single, joint application through a fiscal agent. The role of fiscal agent has rotated each year since 2012 between the County of Riverside and the City of Riverside due to the funding disparity. The JAG FY 2015 allocation for the County of Riverside resulted in a funding disparity and once again, eligible jurisdictions must apply jointly in order to receive the \$416,132. The County of Riverside will serve as the fiscal agent for JAG FY 2015.

The City of Riverside and the 12 other eligible cities within the County of Riverside have agreed to provide 10% of their respective allocation to the County of Riverside for administering the grant. The funds re-allocated to the County of Riverside will be used to help offset the Riverside County Sheriff's Department costs associated with administering the grant for all the agencies.

The award agreement will be submitted to Board for approval when the grant is awarded. County Counsel has reviewed the documents and approved them as to form.

Impact on Residents and Businesses

There is no negative impact on residents and businesses.

Attachment(s)

1. Inter Local Agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, CATHEDRAL CITY, COACHELLA, CORONA, DESERT
HOT SPRINGS, HEMET, INDIO, JURUPA, LA QUINTA, MORENO VALLEY, PALM SPRINGS,
PERRIS, THE CITY OF RIVERSIDE AND
THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2015 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2015, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

COUNTY OF RIVERSIDE, CA


Marion Ashley
Board Chair

ATTEST:

County Clerk

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Neal Kipnis
Deputy County Counsel

Appendix 1				
Eligible Agencies in FY2015 JAG Disparate Area				
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	New Allocation	% to FA
Riverside County	59,771	35,636	95,407	
Banning	10,742	1,074	9,668	10.00%
Cathedral City	14,265	1,427	12,839	10.00%
Coachella	16,236	1,624	14,612	10.00%
Corona	14,093	1,409	12,684	10.00%
Desert Hot Springs	23,529	2,353	21,176	10.00%
Hemet	29,910	2,991	26,919	10.00%
Indio	33,212	3,321	29,891	10.00%
Jurupa	17,961	1,796	16,165	10.00%
La Quinta	10,003	1,000	9,003	10.00%
Moreno Valley	51,148	5,115	46,033	10.00%
Palm Springs	20,031	2,003	18,028	10.00%
Perris	15,965	1,597	14,369	10.00%
Riverside City	99,266	9,927	89,339	10.00%
	416,132	-	416,132	
% To Fiscal Agent	8.56%			
\$ To FA	35,636			