

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

735
(2361)



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
9/15/16

SUBJECT: Acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016 Award from the U.S. Department of Justice, All Districts [\$54,551-100% Federal Grant Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Interlocal Agreement with the City of Riverside for the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance grant in the amount of \$54,551 and authorize the Chairman to sign the agreement; and
2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

FORM APPROVED COUNTY COUNSEL
BY: *Karin L. Watts-Bazan* 9/18/16
DATE
KARIN L. WATTS-BAZAN

Departmental Concurrence

BR 17-020

Stan Sniff

Stan Sniff
Sheriff-Coroner-PA
Will Taylor, Dir. of Administration

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Tanya S. Harris* 9/15/16
TANYA S. HARRIS, CPA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 54,551	\$ 54,551	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% Federal Grant Revenue				Budget Adjustment: Yes	
				For Fiscal Year: 15/16-19/20	

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Elizabeth J. Olson*
Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 9/22/15 3-23 | District: All | Agenda Number:

3-8

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016 Award
from the U.S. Department of Justice, All Districts [\$54,551-100% Federal Grant Revenue]

DATE: 9/15/16

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BACKGROUND:

Summary

The County of Riverside has been notified that the Edward Byrne Memorial Justice Assistance Grant allocation has been released and the County will receive an allocation of \$54,551. The amount will be split between the District Attorney, Probation and the Sheriff Department. The Sheriff's Department will receive \$27,277 of the \$54,551. The grant project and budget period is October 1, 2015- September 30, 2019. The Sheriff's Department will spend all of its allocation in FY16-17. Due to a funding disparity, the City of Riverside will act as the fiscal agent that will disperse grant funds to the 11 other eligible cities within Riverside County. The U.S. Department of Justice defines a funding disparity when multiple cities or municipalities are collectively allocated one and half (150 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

Schedule A details budget adjustments only for the Sheriff's Department in the amount of \$27,277. The allocation for the Sheriff's Department will be used to partially fund a Sergeant's position within the Fugitive Warrant Enforcement Team. The District Attorney's Office and Probation Department will make their own budgets adjustments if necessary.

The Interlocal Agreement have been approved as to form by County Counsel.

Impact on Citizens and Businesses

There is no negative impact on residents and businesses.

Attachment(s)

1. Interlocal Agreement
2. Schedule A Budget Adjustment

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Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$19,236
10000-2500300000-518100	Budgeted Benefits	<u>8,041</u>
	TOTAL	\$27,277

Increase Estimated Revenues:

10000-2500300000-767080	Federal-BJA Block Grant	\$27,277
	TOTAL	\$27,277

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

CONCERNING DISTRIBUTION OF THE
2016 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ___ day of _____, 2016, by and between THE CITY OF RIVERSIDE, acting by and through its governing body, the Riverside City Council (hereinafter referred to as "CITY"), and the aforementioned COUNTY (hereinafter referred to as "COUNTY") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Board of Supervisors and 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 CITY agrees to release to COUNTY and CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to CITY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and CITY 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, CITIES and CITY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the CITY and COUNTY and CITIES agree as follows:

Section 1.

CITY agrees to release to COUNTY and CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to CITY, 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; CITY 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.

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

Section 4.

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

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY and/or 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.

CITY OF RIVERSIDE, CA

Alexander T. Nguyen
Assistant City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Gary G. Geuss
City Attorney

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

COUNTY OF RIVERSIDE, CA

Chair, County Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 9/18/16
NEAL R. KIPNIS DATE