

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

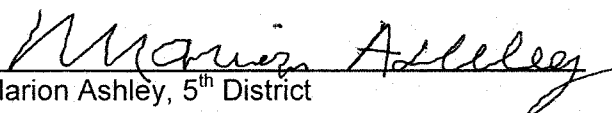
**RECOMMENDED MOTION:** That the Board approves the attached general fund subvention agreement with the City of Banning, which extends the MOU approved on January 23, 2007.

**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, 5<sup>th</sup> District

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 25, 2013

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. ref. 3.53 of 1/23/07  
Supv. Ashley, Sheriff 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:  
26  
27  
28

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.  
27  
28

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.

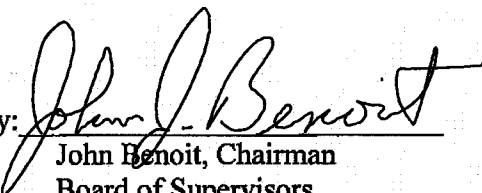
21 f. Duplicate Originals. The parties may execute duplicate originals of this Memorandum of  
22 Understanding or any other documents that they are required to sign or furnish pursuant to  
23 this Memorandum of Understanding.

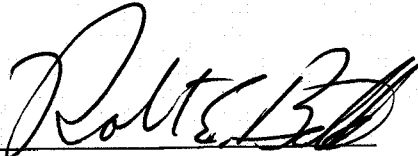
24 g. Further Understanding. The COUNTY will construct park facilities between the Correctional  
25 Facility and Wesley Street. The park shall serve as a buffer between the Correctional  
26 Facility and the residents of the community.

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

3  
4 County of Riverside (COUNTY)

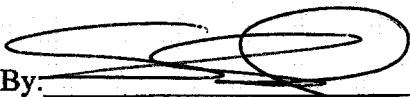
City of Banning (CITY)

5  
6 By:   
7 John Benoit, Chairman  
8 Board of Supervisors

By:   
Robert E. Botts  
Mayor Pro Tem

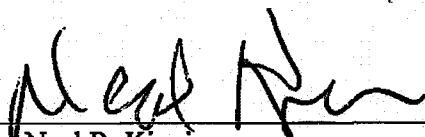
9 Date: JUN 25 2013

Date: 6/19/2013

10  
11  
12 By:   
13 Stan Sniff, Sheriff (SHERIFF)  
14 Riverside County

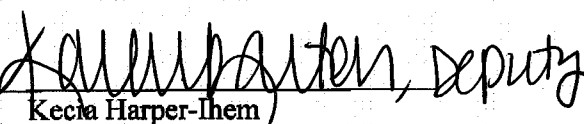
15 Date: 6/26/2013

16 FORM APPROVED COUNTY COUNSEL

17  
18 By:   
19 Neal R. Kipnis  
20 County Counsel

21 Date: 6-18-13

22 ATTEST:

23  
24  
25 By:   
26 Kecia Harper-Ihem  
27 Clerk of the Board  
28

**RESOLUTION NO. 2013-70**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING  
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF RIVERSIDE ("COUNTY") AND THE CITY OF BANNING ("CITY")  
WITH RESPECT TO EXPANSION OF THE LARRY D. SMITH CORRECTIONAL FACILITY  
LOCATED AT 1627 S. HARGRAVE STREET**

**WHEREAS**, the County owns and operates the Larry D. Smith Correctional Facility which is located on unincorporated land south of the city limits of the City of Banning; and

**WHEREAS**, the County intends to expand the jail bed capacity at the facility by 400 to 1,600 jail beds to improve public safety for the citizens of the County of Riverside; and

**WHEREAS**, for the past several months the City and the County have been working on a Memorandum of Understanding between the City of Riverside ("County") the City of Banning ("CITY") with respect to expansion of the Larry D. Smith Correctional Facility ("Correctional Facility") located at 1627 S. Hargrave Street; and

**WHEREAS**, in entering into the Memorandum of Understanding (MOU), the parties are establishing the general policy framework upon which each may proceed to plan and negotiate the terms of the actions proposed herein by each of the parties; and

**WHEREAS**, The County and City have an existing cooperative Memorandum of Understanding (MOU) covering jail subvention; and

**WHEREAS**, The County and City have a mutual desire to invest in public safety and welfare; and

**WHEREAS**, The County and City desire to enter into this cooperative Memorandum of Understanding (MOU) for the purpose of achieving mutual goals of public protection for its constituents; and

**WHEREAS**, the County will construct park facilities between the Correctional Facility and Wesley Street; and

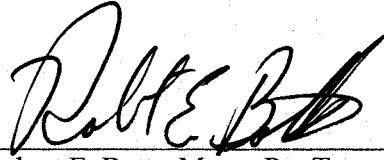
**WHEREAS**, the park shall serve as a buffer between the Correctional Facility and the residents of the community; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANNING AS FOLLOWS:**

**SECTION 1:** That the City Council adopt Resolution No. 2013-70, Approving the Memorandum of Understanding between the County of Riverside ("COUNTY") and the City of Banning ("CITY") with respect to Expansion of the Larry D. Smith Correctional Facility located at 1627 S. Hargrave Street.

**SECTION 2:** That the City Manager is authorized to make non-substantive changes to the Memorandum of Understanding (MOU) as deemed necessary in order to achieve the mutual goals of public protection.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of June, 2013.



Robert E. Botts, Mayor Pro Tem  
City of Banning

**ATTEST:**



Marie A. Calderon, City Clerk

**CERTIFICATION:**


I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-70 was duly adopted by the City Council of the City of Banning, California, at a special meeting held thereof held on the 18<sup>th</sup> day of June, 2013, by the following vote, to wit:

AYES: Councilmembers Botts, Peterson, Welch

NOES: None

ABSENT: Councilmember Miller, Mayor Franklin

ABSTAIN: None



Marie A. Calderon, City Clerk  
City of Banning, CA