

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



ITEM
3.16
(ID # 5279)

MEETING DATE:
Tuesday, September 19, 2017

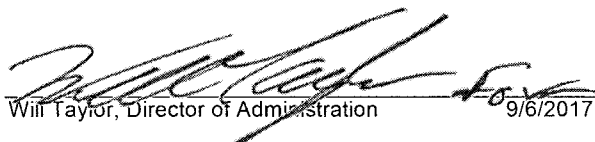
FROM : SHERIFF-CORONER-PA:

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 Grant (JAG) Program FY 2017 award, All Districts; [\$411,391-Federal Grant Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Riverside County Sheriff's Department as the agency authorized to submit an application on behalf of the County of Riverside for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and to act as the fiscal agent for the JAG Program for all eligible jurisdictions within the County;
2. Authorize the Sheriff, the Undersheriff, or the Assistant Sheriff to submit a joint grant application for all eligible jurisdictions within the County for the JAG Program in the amount of \$411,391; and
3. Authorize the Chairman, County Executive Officer, and County Counsel to sign certifications and assurances in support of the JAG Program application; and
4. Authorize the Chairman to sign the Interlocal Agreement that identifies the County of Riverside as the fiscal agent for the JAG Program.

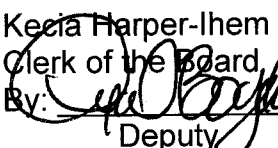
ACTION: Policy


Will Taylor, Director of Administration 9/6/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 19, 2017
xc: Sheriff

Keicia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal JAG Grant Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION:

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 2017 allocation for the County of Riverside resulted in a funding disparity and once again, eligible jurisdictions must apply jointly in order to receive the \$411,391. The County of Riverside will serve as the fiscal agent for JAG FY 2017.

The City of Riverside and the 11 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

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STATE OF CALIFORNIA**

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

1. Interlocal Agreement


Elizabeth Olson

9/6/2017


Gregory V. Priamos, Director County Counsel

8/30/2017

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

CONCERNING DISTRIBUTION OF THE
2017 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 19 day of ~~October~~ 2017, 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.

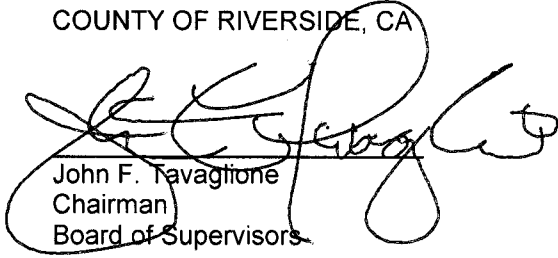
Section 8.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF RIVERSIDE, CA



John F. Favaglione
Chairman
Board of Supervisors


ATTEST:



Heidi Boyd, deputy
County Clerk

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel



By: Thomas Oh
Thomas Oh
Deputy County Counsel

Appendix 1

Eligible Agencies in FY2017 JAG Disparate Area				
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	New Allocation	% to FA
Riverside County	59,449	35,194	94,643	
Banning	11,604	1,160	10,444	10.00%
Cathedral City	10,070	1,007	9,063	10.00%
Coachella	11,169	1,117	10,052	10.00%
Corona	13,929	1,393	12,536	10.00%
Desert Hot Springs	17,303	1,730	15,573	10.00%
Hemet	37,878	3,788	34,090	10.00%
Indio	38,823	3,882	34,941	10.00%
Jurupa	20,805	2,081	18,725	10.00%
Moreno Valley	47,667	4,767	42,900	10.00%
Palm Springs	21,188	2,119	19,069	10.00%
Perris	15,310	1,531	13,779	10.00%
Riverside City	106,196	10,620	95,576	10.00%
	411,391	-	411,391	
% To Fiscal Agent	8.55%			
\$ To FA	35,194			