

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



ITEM
3.30
(ID # 8957)

MEETING DATE:

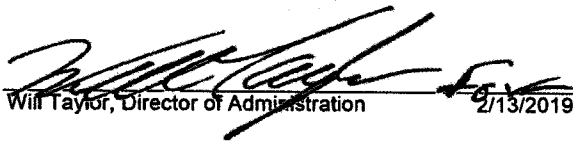
Tuesday, February 26, 2019

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2018 Award from the U.S. Department of Justice, All Districts. \$55,511-100% Federal Grant Revenue, 4/5 vote.

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 award for 2018 in the amount of \$55,511 and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

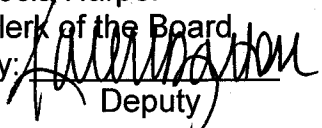
ACTION: 4/5 Vote Required


Will Taylor, Director of Administration 2/13/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: Sheriff, Auditor

Kecia Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 55,511	\$ 0	\$ 55,511	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Grant Revenue			Budget Adjustment:	Yes
			For Fiscal Year:	18/19-21/22

C.E.O. RECOMMENDATION: Approve

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 \$55,511. The amount will be split between the District Attorney, Probation and the Sheriff Department. The Sheriff's Department will receive \$28,589 of the \$55,511. The grant project and budget period is October 1, 2017- September 30, 2021. The Sheriff's Department will spend all of its allocation in FY18-19. 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 for the Sheriff's Department only in the amount of \$28,589. 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 Residents and Businesses

There is no negative impact on residents and businesses

ATTACHMENTS:

1. Cooperative Agreement
2. Schedule A – Budget Adjustment

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

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$18,970
10000-2500300000-518100	Budgeted Benefits	7,953
10000-2500300000-524760	Data Processing Services	<u>1,666</u>
	TOTAL	\$28,589

Increase Estimated Revenues:

10000-2500300000-767080	Federal-BJA Block Grant	\$28,589
	TOTAL	\$28,589

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


Misley Wang, Supervising Accountant

2/13/2019


Paul A. Angulo, County Auditor-Controller

2/13/2019


Ryan Carter, Principal Management Analyst

2/19/2019


Gregory V. Priaplos, Director County Counsel

2/13/2019

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**INTERLOCAL AGREEMENT
BETWEEN CITIES OF BANNING, LAKE ELSINORE, 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
2018 JUSTICE ASSISTANCE GRANT AWARD**

This Agreement is made and entered into this ___ day of _____, 2018, 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

Lea Deesing
Assistant City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

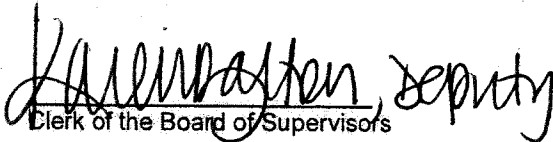
Gary G. Geuss
City Attorney

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

COUNTY OF RIVERSIDE, CA


KEVIN JEFFRIES
Chair, County Board of Supervisors

ATTEST:


Clerk of the Board of Supervisors

APPROVED AS TO FORM:


County Counsel

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

CITY OF BANNING, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF LAKE ELSINORE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF COACHELLA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF CORONA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF DESERT HOT SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF HEMET, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF INDIO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF JURUPA VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF MORENO VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF PALM SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF PERRIS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Appendix 1
Eligible Agencies in FY2018 JAG Disparate Area

Riverside City FA	BJA Formula	To Fiscal Agent	New Allocation	% to FA
Riverside City	113,364	31,373	144,737	
Banning	11,788	-1,179	10,609	10.0%
Lake Elsinore	10,467	-1,047	9,420	10.0%
Coachella	11,962	-1,197	10,765	10.0%
Corona	14,155	-1,416	12,739	10.0%
Desert Hot Springs	15,575	-1,558	14,017	10.0%
Hemet	41,094	-4,110	36,984	10.0%
Indio	37,082	-3,709	33,373	10.0%
Jurupa Valley	22,105	-2,211	19,894	10.0%
Moreno Valley	52,084	-5,209	46,875	10.0%
Palm Springs	21,158	-2,116	19,042	10.0%
Perris	14,529	-1,453	13,076	10.0%
Riverside County	61,679	-6,168	55,511	10.0%
	427,042	0	427,042	
Less City of Riverside allocation	-144,737			
Remaining allocation	282,305			
% To Fiscal Agent	10%			
\$ To FA	31,373			