

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



ITEM: 3.20  
(ID # 13661)

**MEETING DATE:**  
Tuesday, October 27, 2020

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Acceptance of FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Award from the U.S. Department of Justice, All Districts. [\$47,226] [100% Federal Funding] [4/5 vote required].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Interlocal Agreement with the City of Riverside to accept the U.S. Department of Justice, FY 2020 Office of Justice Programs' Bureau of Justice Assistance Grant award in the amount of \$47,226 for the grant period of October 1, 2019-September 30, 2023, and authorize the Chairman to execute the Interlocal Agreement on behalf of the County;
2. Authorize the Sheriff, Assistant Sheriff, or Chief Deputy to sign and execute any related grant documents, including modifications, amendments, extensions, progress reports, and reimbursement requests to the City of Riverside, as approved by County Counsel, on behalf of the County; and
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

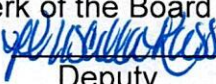
**ACTION:** 4/5 Vote Required

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**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, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 27, 2020  
xc: Sheriff, Auditor

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 47,226	\$ 47,226	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Funding from the US Department of Justice.			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 19/20-23/24	

**C.E.O. RECOMMENDATION:**

**BACKGROUND:**

**Summary**

On September 21, 2020, the County of Riverside was notified that the Edward Byrne Memorial Justice Assistance Grant will allocate \$47,226 to the County. The grant allocation will be split amongst the Sheriff's Department, Probation, and District Attorney's Office (DAO) as has been the past practice for all JAG grant awards.

The Sheriff Department will use its \$24,322 portion of the grant award to supplement a Sergeant's position within the Fugitive Warrant Enforcement Team, and to partially fund staff efforts to comply with National Incident-Based Reporting System (NIBRS).

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.

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.

**Additional Fiscal Information**

The department will spend its entire allocation in FY20-21, therefore a current fiscal year budget adjustment in the amount of \$24,322 is included in this submittal. The District Attorney's Office and Probation Department will adjust their own budgets if necessary.

**ATTACHMENTS:**



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

**SCHEDULE A.      BUDGET ADJUSTMENT**

**ATTACHMENT 1.    Interlocal Agreement**

**Schedule A**

**Increase Appropriations:**

10000-2500300000-510040	Regular Salaries	\$14,325
10000-2500300000-518100	Budgeted Benefits	8,580
10000-2500300000-524760	Data Processing Services	<u>1,417</u>
TOTAL		\$24,322

**Increase Estimated Revenues:**

10000-2500300000-767080	Federal-BJA Block Grant	\$24,322
TOTAL		\$24,322

  
Paul A. Angulo, County Auditor-Controller      10/9/2020

  
Cheryl Williams      10/19/2020

  
Gregory L. Priamos, Director County Counsel      10/8/2020

INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF RIVERSIDE, THE CITIES OF BEAUMONT, CORONA, DESERT  
HOT SPRINGS, HEMET, INDIO, JURUPA VALLEY, LAKE ELSINORE, MORENO VALLEY, PALM  
SPRINGS, PERRIS, AND  
THE CITY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE  
2020 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, 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.

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

OCT 27 2020 3.20

### **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 Deeing  
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:



County Counsel  
Deputy County Counsel  
Susanna Oh

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

CITY OF BEAUMONT, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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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

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney



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

CITY OF INDIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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

CITY OF JURUPA VALLEY, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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

CITY OF LAKE ELSINORE, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney



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

CITY OF MORENO VALLEY, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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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 FY2020 JAG Disparate Area

Riverside City FA	BJA Formula	To Fiscal Agent	New Allocation	% to FA
Riverside City	109,004	27,677	136,681	
Beaumont City	11,461	-1,147	10,314	10.0%
Corona	14,401	-1,441	12,960	10.0%
Desert Hot Springs	17,727	-1,773	15,954	10.0%
Hemet	32,257	-3,226	29,031	10.0%
Indio	33,716	-3,372	30,344	10.0%
Jurupa Valley	20,260	-2,026	18,234	10.0%
Lake Elsinore	10,581	1,059	9,522	10.0%
Moreno Valley	52,281	-5,229	47,052	10.0%
Palm Springs	18,006	-1,801	16,205	10.0%
Perris	13,542	-1,355	12,187	10.0%
Riverside County	52,474	-5,248	47,226	10.0%
	385,710		385,710	
Less City of Riverside allocation	-136,681			
Remaining allocation	249,029			
% To Fiscal Agent	10%			
\$ To FA	27,677			