

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

CONCERNING DISTRIBUTION OF THE
2019 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2019, 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.

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

CITY OF

ATTEST:

City Clerk

APPROVED AS TO FORM:



Elliot Min, Deputy City Attorney.

Appendix 1					
Eligible Agencies in FY 2019 JAG Disparate Area					
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Total Allocation	NIBRS Requirement	Allocation Less NIBRS Requirement
Riverside County	58,581	37,543	96,124	2,884	93,240
Banning	11,618	1,162	10,456	314	10,142
Beaumont	10,868	1,087	9,781	294	9,487
Coachella	10,353	1,036	9,317	280	9,037
Corona	14,522	1,453	13,069	393	12,676
Desert Hot Springs	17,544	1,755	15,789	474	15,315
Hemet	39,257	3,926	35,331	1,060	34,271
Indio	38,906	3,891	35,015	1,051	33,964
Jurupa	20,425	2,043	18,382	552	17,830
Lake Elsinore	10,985	1,099	9,886	297	9,589
Moreno Valley	53,967	5,397	48,570	1,458	47,112
Palm Springs	19,769	1,977	17,792	534	17,258
Perris	13,937	1,394	12,543	377	12,166
Riverside City	113,227	11,323	101,904	3,058	98,846
	433,959	-	433,959		
% To Fiscal Agent	8.65%				
\$ To FA	37,543				