INTERLOCAL AGREEMENT

BETWEEN CITIES OF BANNING, CATHEDRAL CITY, 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 2016 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2016, 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

Alexander T. Nguyen
Assistant City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Gary G. Geuss City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
COUNTY OF RIVERSIDE, CA
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Chair, County Board of Supervisors
ATTEST:
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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 Attornay
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:
Dity 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
Oily 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 FY2016 JAG Disparate Area

Riverside City FA	BJA Formula	To Fiscal Agent	New Allocation	% to FA
Riverside City	109,460	32,048	141,508	
Banning	10,805	-1,081	9,724	10.0%
Cathedral City	12,832	-1,283	11,549	10.0%
Coachella	14,646	-1,465	13,181	10.0%
Corona	14,486	-1,449	13,037	10.0%
Desert Hot Springs	21,049	-2,105	18,944	10.0%
Hemet	34,228	-3,423	30,805	10.0%
Indio	36,922	-3,692	33,230	10.0%
Jurupa Valley	23,103	-2,310	20,793	10.0%
Moreno Valley	51,435	-5,143	46,292	10.0%
Palm Springs	22,730	-2,273	20,457	10.0%
Perris	17,634	-1,763	15,871	10.0%
Riverside County	60,612	-6,061	54,551	10.0%
% To Fiscal Agent \$ To FA	429,942 7.454% 32,048	0	429,942	