

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

CONCERNING DISTRIBUTION OF THE
2015 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2015, 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.

COUNTY OF RIVERSIDE, CA

Marion Ashley
Board Chair

ATTEST:

County Clerk

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Neal Kipnis
Deputy 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 CATHEDRAL CITY, 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 JURUPA, 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 LA QUINTA, 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

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 RIVERSIDE, CA

John A. Russo
City Manager

ATTEST:

Colleen J. Nicol, MMC
City Clerk

APPROVED AS TO FORM:

James E. (Jab) Brown
City Attorney

Appendix 1				
Eligible Agencies in FY2015 JAG Disparate Area				
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	New Allocation	% to FA
Riverside County	59,771	35,636	95,407	
Banning	10,742	1,074	9,668	10.00%
Cathedral City	14,265	1,427	12,839	10.00%
Coachella	16,236	1,624	14,612	10.00%
Corona	14,093	1,409	12,684	10.00%
Desert Hot Springs	23,529	2,353	21,176	10.00%
Hemet	29,910	2,991	26,919	10.00%
Indio	33,212	3,321	29,891	10.00%
Jurupa	17,961	1,796	16,165	10.00%
La Quinta	10,003	1,000	9,003	10.00%
Moreno Valley	51,148	5,115	46,033	10.00%
Palm Springs	20,031	2,003	18,028	10.00%
Perris	15,965	1,597	14,369	10.00%
Riverside City	99,266	9,927	89,339	10.00%
	416,132	-	416,132	
% To Fiscal Agent	8.56%			
\$ To FA	35,636			