



# TOWN OF APPLE VALLEY

## TOWN COUNCIL STAFF REPORT

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**To:** Honorable Mayor and Town Council      **Date:** June 25, 2013

**From:** Marc Puckett, Assistant Town Manager      **Item No:** 7  
Finance & Administration

Lana Tomlin, Police Chief  
Police Department

**Subject:** RECEIPT OF JAG GRANT FUNDS FOR FISCAL YEAR 2013-14 INTO THE  
PUBLIC SAFETY GRANT FUND FOR POLICE ACTIVITIES LEAGUE  
RELATED EXPENDITURES

**T.M. Approval:** \_\_\_\_\_      **Budgeted Item:**  Yes  No  N/A

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### **RECOMMENDED ACTION**

It is recommended that the Town Council;

- 1) Approve receipt of Justice Assistance Grant funding in the amount of \$14,491.00, and
- 2) Authorize the Town Manager to execute the Interlocal Agreement concerning distribution of the 2013 Justice Assistance Grant Award.

### **BACKGROUND**

The Town has received several Justice Assistance Grants for Public Safety purposes over the last several years. Based upon the 2013 JAG program grant awards, the Town is scheduled to receive grant funding in the amount of \$14,491.00.

Per the attached memorandum from Captain Lana Tomlin, all monies received through this grant shall be dedicated to the Apple Valley Police Activities League (AV PAL). Details of the expenditure plan for the grant funding are outlined with her memo. Based upon the detailed spending plan, the JAG grant funds will be dedicated to program expenditures for the AV PAL boxing gym operations.

As part of the boxing gym program, professional boxing trainers certified by USA Boxing train children from ages 10-18 in the physical, psychological, ethical and emotional aspects of boxing. The program's success is found in uniting physical fitness with the integrity of the sport and creating an atmosphere of trust and respect with the participants.

**ANALYSIS**

The Justice Assistance Grant funds for Public Safety purposes have been allocated for operational expenditures for continuation of the boxing gym activities.

There are no local matching funds required for the JAG grant program.

**FISCAL REVIEW**

The FY2013-2014 Adopted Budget estimated a JAG grant award of \$20,000. The \$14,491 JAG grant funding received for 2013 is \$5,509 less than was estimated in the Adopted Budget.

**CONCLUSION**

Approval by Town Council of receipt of the 2013 JAG grant funding and authorization of the Town Manager to execute the Interlocal agreement, will allow staff to continue the program activities for the Boxing Gym as outlined in the AV PAL spending plan.

**ATTACHMENTS:**

- (1) Memorandum from Lana Tomlin re. AV PAL spending plan
- (2) Interlocal Agreement concerning distribution of 2013 JAG Grant Award

# INTEROFFICE MEMO



**DATE** June 4, 2013  
**FROM** Lana Tomlin, Captain  
Apple Valley Station  
**TO** Frank Robinson, Town Manager  
Town of Apple Valley

**PHONE** 760-240-7400

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**SUBJECT** 2013 Justice Assistance Grant Program Expenditures

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The Apple Valley Police Department is scheduled to receive \$14,491.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Federal Fiscal Year 2013. In order to comply with the Federal guidelines set forth under the terms of this grant and to ensure that grant revenues are utilized in the most practicable and effective manner, all monies received through this grant shall be dedicated to the Apple Valley Police Activities League (AV PAL).

I am submitting this memorandum to outline the expenditure plan for the 2013 JAG funding.

**Budget Narrative:**

**Boxing Gym Operational Costs**

- A. Rent-The Boxing Gymnasium is located at 22390 Eyota Road in Apple Valley. The monthly rent on the building is \$1,000.00 with an annual cost of \$12,000.00.
- B. Insurance-Insurance is purchased through Mestmaker Insurance & Associates to cover general liability, damages to rented property, and personal injury at an annual cost of \$1,000.00.
- C. Utilities-The utilities, including gas, electricity and water, required to operate the boxing gym is estimated at \$1,491.00 per annum.
- D. Other Expenditures-If the above outlined costs are reduced, suspended, or become unnecessary, funds will be redirected for program equipment and/or supplies.

# INTEROFFICE MEMO



**DATE** June 4, 2013  
**FROM** Lana Tomlin, Captain  
Apple Valley Station  
**TO** Sue Cook, Analyst  
County of San Bernardino Law and Justice Group

PHONE 760-240-7400

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**SUBJECT** 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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The Apple Valley Police Department is scheduled to receive \$14,491.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Federal Fiscal Year 2013. In order to comply with the Federal guidelines set forth under the terms of this grant and to ensure that grant revenues are utilized in the most practicable and effective manner, all monies received through this grant shall be dedicated to the Apple Valley Police Activities League (AV PAL).

The mission of AV PAL is uniting law enforcement and communities by providing youth programs that develop discipline, positive self-image, mutual trust and respect. AV PAL provides free, community based learning and health improvement services to low income, at-risk youth. These services promote positive development, character improvement and overall improved quality of life.

In a collaborative community effort, AV Pal promotes education and life skills with the Town's youth through athletics, academics, and interaction with business professionals, all branches of the armed forces, and the area public safety groups. AV PAL is made up of the following components:

- **AV PAL Boxing Gym**-Professional boxing trainers certified by USA Boxing train children from ages 10-18 in the physical, psychological, ethical and emotional aspects of boxing. The program's success is found in uniting physical fitness with the integrity of the sport and creating an atmosphere of trust and respect with the participants.
- **S.H.O.C.K.** (Self-Discipline, Honor, Obedience, Character, Knowledge)- This ten-week program is a one of a kind San Bernardino County Sheriff's Department juvenile intervention program developed to aid at risk juveniles struggling with academic, social and decision making skills. S.H.O.C.K. is a cooperative effort the program has proven successful in reducing truancy, increasing GPA's and decreasing negative behavioral referrals to the discipline office at their respective schools.
- **Parent Project** – The Parent Project runs jointly with the S.H.O.C.K. program and is an educational course geared toward providing parents with the knowledge and resources to better handle their troubled youth. The Parent Project taught in conjunction with S.H.O.C.K. provides a formula for success, connecting families with deputies, school officials, and viable mentors.

- **Youth Center**- Located at the James Woody Park in Apple Valley, this center offers a safe haven for the youth of Apple Valley for after school activities. The center offers pool tables, video games, tutoring, music lessons, and off-site recreational activities such as fishing derbies, golf lessons, etc.

The Apple Valley Police Activities League is an effective tool in combating the negative influences juveniles encounter. In addition, the partnership AV PAL has established with the community and the proactive stance on juvenile crime has proven to curb offenses.

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO,  
COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA,  
REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE,  
AND THE COUNTY OF SAN BERNARDINO, CA**

**CONCERNING DISTRIBUTION OF THE  
2013 JUSTICE ASSISTANCE GRANT AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, 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 TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

**WHEREAS**, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE**, the COUNTY and TOWN and CITIES agree as follows:

**Section 1.**

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

**Section 2.**

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

**Section 3.**

TOWN and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

**Section 4.**

TOWN and 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 5.**

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

**Section 6.**

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

**Section 7.**

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 8.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 9.**

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.

TOWN OF APPLE VALLEY, CA

COUNTY OF SAN BERNARDINO, CA

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Janice Rutherford  
Chair, County Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

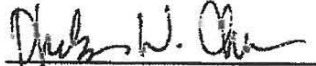
\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

\*Jean-Rene Basle  
County Counsel

  
\_\_\_\_\_  
by: Phebe W. Chu, Deputy

\*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.



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

CITY OF ADELANTO, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF BARSTOW, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF CHINO, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF COLTON, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF FONTANA, CA

\_\_\_\_\_  
City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF HESPERIA, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF HIGHLAND, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF RIALTO, CA

\_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF SAN BERNARDINO, CA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF UPLAND, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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**2013 Justice Assistance Grant  
APPENDIX 1**

Jurisdiction	Formula-based Allocation	5% Admin Fee	Award Amount
San Bernardino County	\$ 84,728	\$ (4,542)	\$ 80,186
Adelanto	\$ 17,205	\$ (894)	\$ 16,311
Apple Valley	\$ 15,504	\$ (1,013)	\$ 14,491
Barstow	\$ 15,809	\$ (993)	\$ 14,816
Chino	\$ 17,255	\$ (808)	\$ 16,447
Colton	\$ 14,743	\$ (845)	\$ 13,898
Fontana	\$ 59,328	\$ (3,178)	\$ 56,150
Hesperia	\$ 22,584	\$ (1,099)	\$ 21,485
Highland	\$ 18,727	\$ (943)	\$ 17,784
Montclair	\$ 14,413	\$ (770)	\$ 13,643
Ontario	\$ 47,071	\$ (2,869)	\$ 44,202
Rancho Cucamonga	\$ 24,741	\$ (1,377)	\$ 23,364
Redlands	\$ 17,078	\$ (932)	\$ 16,146
Rialto	\$ 38,545	\$ (2,042)	\$ 36,503
San Bernardino	\$ 136,850	\$ (7,167)	\$ 129,683
Upland	\$ 11,622	\$ (674)	\$ 10,948
Victorville	\$ 54,557	\$ (2,745)	\$ 51,812
<b>Total</b>	<b>\$ 610,760</b>	<b>\$ (32,891)</b>	<b>\$ 577,869</b>