

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

RECEIPT OF JAG GRANT FUNDS FOR FISCAL YEAR 2011-12 INTO THE PUBLIC SAFETY GRANT FUND FOR POLICE ACTIVITIES LEAGUE RELATED EXPENDITURES

Summary Statement:

The Town has received several Justice Assistance Grants for Public Safety purposes over the last several years. Based upon the 2011 JAG program grant awards, the Town is scheduled to receive grant funding in the amount of \$25,085.00.

Per the attached memorandum from Captain Bart Belknap, 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 his memo. Based upon the detailed spending plan, these funds are anticipated to be used for the following programmatic expenditures; boxing gym operational costs, youth center operational costs, and the youth center tutoring program.

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

Recommended Action:

Approved receipt of JAG Grant funding in the amount of \$25,085 and appropriation of the funds to the Public Safety Grant Fund to pay expenses as listed in the attached memorandum from Captain Bart Belknap.

Proposed by: Marc Puckett, Dir. of Finance/ Captain Bart Belknap Item Number _____

T. M. Approval: _____ Budgeted Item Yes No N/A

INTEROFFICE MEMO



DATE June 20, 2011
FROM Bart Belknap, Captain
Apple Valley Station
TO Frank Robinson, Town Manager
Town of Apple Valley

PHONE

SUBJECT 2011 Justice Assistance Grant Program Expenditures

The Apple Valley Police Department is scheduled to receive \$25,085.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Federal Fiscal Year 2011. 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 2011 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 \$1,600.00.
- C. Utilities-The utilities, including gas, electricity and water, required to operate the boxing gym is estimated at \$2,600.00 per annum.
- D. USA Boxing Dues-Annual dues to USA Boxing total \$275.00 to cover AV PAL participation in USA Boxing sanctioned events.
- E. Other Expenditures-If the above outlined costs are reduced, suspended, or become unnecessary, funds will be redirected for program equipment and/or supplies.

2011 JAG Program Expenditures

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Youth Center Operational Costs

- A. Phone/Data Line-The annual cost for a phone and data line at the AV PAL Youth Center through Verizon is \$1,560.00.

Youth Center Tutoring Program

- A. Personnel-AV PAL intends to implement a summer tutoring program, utilizing a credentialed instructor. The estimated cost for a part-time AV PAL Youth Center Tutor is \$5,954.40 for a 12-week program (12 hours per week at \$41.35 per hour, with no overtime).
- B. Supplies-Required items would include class materials, such as: paper, pens, pencils, workbooks, art supplies, etc. Through the AV PAL Tutoring Program, local children will be equipped with school supplies, such as: backpacks, paper, pencils, pens, erasers, markers, glue, tape, notebooks, calculators, etc. The goal is to involve as many as thirty area youth in the pilot summer tutoring program. The total estimated cost for supplies is \$1,095.00.

INTEROFFICE MEMO



DATE June 14, 2011
FROM Bart Belknap, Captain
Apple Valley Station
TO Sue Morales, Analyst
County of San Bernardino Law and Justice Group

PHONE

SUBJECT 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

The Apple Valley Police Department is scheduled to receive \$25,085.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Federal Fiscal Year 2011. 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.

2011 JAG Program
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- **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
2011 JUSTICE ASSISTANCE GRANT AWARD**

This Agreement is made and entered into this _____ day of _____, 2011, 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 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 TOWN 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.

TOWN OF APPLE VALLEY, CA

COUNTY OF SAN BERNARDINO, CA

City Manager

Josie Gonzales
Chair, County Board of Supervisors

ATTEST:

ATTEST:

City Clerk

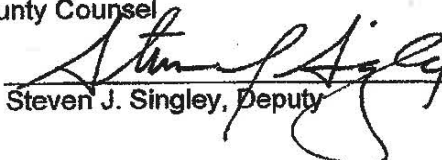
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

*Jean-Rene Basle
County Counsel

by: 
Steven J. Singley, Deputy 6/6/11

*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

CITY OF BARSTOW, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF CHINO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COLTON, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF FONTANA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HESPERIA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HIGHLAND, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MONTCLAIR, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF ONTARIO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF RANCHO CUCAMONGA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF REDLANDS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF RIALTO, CA

City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SAN BERNARDINO, CA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF UPLAND, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF VICTORVILLE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

