



City Council Staff Report

DATE: May 16, 2012 CONSENT AGENDA

SUBJECT: Accept an Award from the U.S. Department of Justice and Authorize the City Manager to sign Interlocal Agreement.

FROM: David H. Ready, City Manager

BY: Alberto Franz III, Police Chief

SUMMARY

It is recommended that the City Council accept a U.S. Department of Justice Edward Byrne Memorial Assistance Grant (JAG) Program for the Police Department in the amount of \$24,111 and enter into an Interlocal agreement with the City of Riverside to act as the fiscal agent for the distribution of grant funds.

RECOMMENDATION:

1. Approve the acceptance of a grant award from the United States Department of Justice in the amount of \$24,111 for the Justice Assistance Program (JAG) for the 2012 Justice Assistance Grant.
2. Approve an Agreement with the City of Riverside for the City of Riverside to administer the grant on behalf of participating agencies.
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The United States Department of Justice awards annual grants entitled Justice Assistance (JAG) Programs to law enforcement agencies. The grant awards are based on a number of criteria including population, crime statistics and crime trends. JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation, data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems. The Police Department has been allocated \$24,111 with no matching funds required. Based on the grant amount, staff is recommending the funds be used to purchase a new Automated License Plate Reader (LPR) system. The Department has

deployed two LPR systems for several years and those systems have proven useful in the recovery of stolen vehicles, apprehension of criminals, and the observance and confirmation of unlicensed vehicles or vehicles with expired registration.

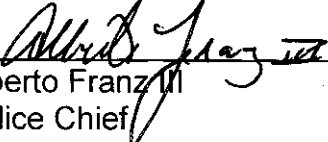
In past years, the U.S. Department of Justice awarded grants to individual law enforcement agencies. This year, however, the Department of Justice will award the entire amount allocated for the sixteen (16) County of Riverside law enforcement agencies in one disbursement of \$517,244. This change is due to the current trend of decreased Federal grant award amounts and associated staffing shortages.

The City of Riverside was selected as administering agency for this grant. There will be a 10% administrative fee for each agency entering into this agreement. The fee will be deducted directly from the total allocation for the City of Palm Springs Police Department which is approximately \$2,411.

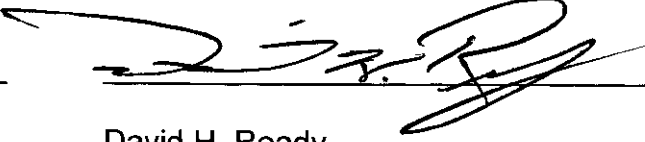
The acceptance of this grant will be an important tool in reducing the number of stolen vehicles, and unlicensed vehicles or vehicles with expired registration, that negatively impact public safety in the City of Palm Springs.

FISCAL IMPACT:

There is no impact to the City Budget.



Alberto Franz III
Police Chief



David H. Ready
City Manager

Attachments: Agreement

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

CONCERNING DISTRIBUTION OF THE
2012 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ___ day of ____, 2012, 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 and annual financial and performance 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.

COUNTY OF RIVERSIDE, CA

CITY OF RIVERSIDE, CA

Chair, County Board of Supervisors

Scott C. Barber
City Manager

ATTEST:

ATTEST:

Clerk of the Board of Supervisors

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Council

Greg Priamos
City Attorney

By: _____

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

CITY OF BANNING, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF CATHEDRAL CITY, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF COACHELLA, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF CORONA, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF DESERT HOT SPRINGS, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF HEMET, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF INDIO, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF LA QUINTA, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF LAKE ELSINORE, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF MORENO VALLEY, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF PALM SPRINGS, CA

CITY OF RIVERSIDE, CA



City Manager

Scott C. Barber
City Manager

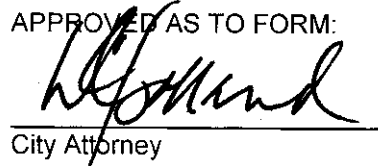
ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:

Greg Priamos
City Attorney

By: _____

INTERLOCAL AGREEMENT - 2012 JAG

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

CITY OF PERRIS, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

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

CITY OF SAN JACINTO, CA

CITY OF RIVERSIDE, CA

City Manager

Scott C. Barber
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Greg Priamos
City Attorney

By: _____

Appendix 1
Eligible Agencies in FY2012 JAG Disparate Area

Riverside City FA	BJA Formula	To Fiscal Agent	New Allocation	% to FA
Riverside City	125,412	(39,180)	164,592	
Banning	12,324	1,232	11,092	10.0%
Cathedral City	17,719	1,772	15,947	10.0%
Coachella	16,901	1,690	15,211	10.0%
Corona	17,795	1,779	16,016	10.0%
Desert Hot Springs	25,952	2,595	23,357	10.0%
Hemet	29,915	2,991	26,924	10.0%
Indio	32,497	3,250	29,247	10.0%
La Quinta	11,812	1,181	10,631	10.0%
Lake Elsinore	10,534	1,053	9,481	10.0%
Moreno Valley	69,724	6,972	62,752	10.0%
Palm Springs	24,111	2,411	21,700	10.0%
Perris	15,469	1,547	13,922	10.0%
Riverside County	96,085	9,608	86,477	10.0%
San Jacinto	10,994	1,099	9,895	10.0%
	517,244	-	517,244	
% To Fiscal Agent	7.575%			
\$ To FA	39,180.00			