



City Council Staff Report

DATE: July 3, 2013

CONSENT AGENDA

SUBJECT: ACCEPT AN AWARD FROM THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$21,188 AND APPROVE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF RIVERSIDE AND OTHER PARTICIPATING CITIES FOR THE ADMINISTRATION OF THE GRANT

FROM: David H. Ready, City Manager

BY: Alberto Franz III, Police Chief

SUMMARY

It is recommended that the City Council accept a grant award to the City in the amount of \$21,188 from the U.S. Department of Justice, Justice Assistance (JAG) Program and sign an Interlocal Agreement with the cities of Banning, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, La Quinta, Lake Elsinore, Moreno Valley, Perris, San Jacinto, the County of Riverside and the City of Riverside, authorizing the County of Riverside to administer the grant on behalf of participating agencies.

RECOMMENDATION:

1. Approve the acceptance of a grant award from the United States Department of Justice in the amount of \$21,188, for the 2013 Justice Assistance Grant (JAG) Program.
2. Approve an Interlocal Agreement with the County of Riverside, and various cities within Riverside County, for the County 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. In the past the U.S. Department of Justice awarded grants to individual law enforcement agencies. However, beginning in 2012 the Department of Justice modified the grant process by awarding the entire amount allocated for the sixteen (16) County of Riverside law enforcement agencies in one disbursement. This change is due to the current trend of decreased Federal grant award amounts and associated staffing shortages.

The sixteen Riverside County law enforcement agencies agreed that one agency would administer the total distributed amount, and that each of the participating agencies would release ten percent (10%) of their individual awards to the administering agency

ITEM NO. 21

for program management. The County of Riverside was selected as administering agency. The amount awarded to the City of Palm Springs for 2013 is \$21,188. Under the agreement, the City of Palm Springs would release \$2,119 to the County of Riverside, leaving an award balance of \$19,069.

JAG funds may be used for a variety of public safety programs and equipment. The Police Department plans to use these grant funds to update the video recording system currently utilized in the Department Interview Rooms. The current system used in the Interview Rooms relies on equipment that is old and outdated.

The Interview Room upgrade would use the latest technology with the use of multiple cameras. Audio/ Video of interviews would be encrypted and watermarked, preventing tampering and making them suitable for use in court.


This Interview Room upgrade will increase the efficiency and effectiveness of criminal investigations, while improving the quality and evidentiary value of recorded interviews.

FISCAL IMPACT:

There is no impact to the City Budget.



Alberto Franz III
Police Chief



David H. Ready
City Manager

Attachment:
Agreement

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

John Benoit
Board Chair

ATTEST:

County Clerk

APPROVED AS TO FORM:

Pamela Walls
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 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, 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 RIVERSIDE, CA

Scott C. Barber
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Greg Priamos
City Attorney

| Appendix 1 | | | | |
|--|-------------|--|----------------|---------|
| Eligible Agencies in FY2013 JAG Disparate Area | | | | |
| Riverside County (Sheriff's Department) FA | BJA Formula | To Fiscal Agent (Sheriff's Department) | New Allocation | % to FA |
| Riverside County | 79,831 | -36,558 | 116,389 | |
| Banning | 12,053 | 1,205 | 10,848 | 10.00% |
| Cathedral City | 17,205 | 1,721 | 15,485 | 10.00% |
| Coachella | 18,372 | 1,837 | 16,535 | 10.00% |
| Corona | 15,555 | 1,556 | 14,000 | 10.00% |
| Desert Hot Springs | 26,238 | 2,624 | 23,614 | 10.00% |
| Hemet | 28,014 | 2,801 | 25,213 | 10.00% |
| Indio | 33,267 | 3,327 | 29,940 | 10.00% |
| La Quinta | 11,368 | 1,137 | 10,231 | 10.00% |
| Moreno Valley | 60,317 | 6,032 | 54,285 | 10.00% |
| Palm Springs | 21,188 | 2,119 | 19,069 | 10.00% |
| Perris | 13,068 | 1,307 | 11,761 | 10.00% |
| Riverside City | 108,937 | 10,894 | 98,043 | 10.00% |
| | 445,413 | - | 445,413 | |
| % To Fiscal Agent | 8.21% | | | |
| \$ To FA | 36,558 | | | |