

January 13, 2010

DEPARTMENT DIRECTOR

CITY MANAGER



FROM: JERRY DYER, Chief of Police
Police Department

BY: JUDY GARCIA, Grants Manager
Police Department

SUBJECT: AUTHORIZE THE CHIEF OF POLICE TO ENTER AN AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF FRESNO COUNTY FOR THE WEED AND SEED CENTRAL FRESNO GRANT PROGRAM AND ACCEPT THE AWARD OF \$41,750 FOR THE 3rd YEAR

RECOMMENDATIONS

It is recommended that the City Council approve the 3rd year agreement between the City of Fresno and the Economic Development Corporation of Fresno County.

EXECUTIVE SUMMARY

The U.S. Department of Justice Executive Office of Weed and Seed, through the United Way of Fresno County, awarded the Fresno Police Department (FPD) grant funds of \$41,750 toward the Weed and Seed program, which includes a \$15,000 match of all funds. This area will become part of the Southwest Policing District, effective January 3, 2011, which is when the new boundaries for the Policing Districts are effective.

BACKGROUND

The Fresno City Council initially approved this program during the Council meeting on November 4, 2008. This targeted area was originally awarded to Central Fresno, however due to restructuring changes in the Fresno Police Department, the targeted area will now be included within the Southwest Policing District. These changes will take effect January 3, 2011, which has increased the boundaries of the other districts, while eliminating the Central Policing District. This initiative aims to prevent, control, and reduce violent crime, drug abuse, and gang activity. The operative strategy incorporates a community-based, comprehensive multi-agency approach to law enforcement, crime prevention, and neighborhood restoration. It is designed for neighborhoods with persisting high levels of serious violent crime and corresponding social problems.

Weed and Seed committees are developed in partnership with many local organizations including the United States Attorney's Office, Eastern District of California in order to reduce crime and improve the quality of life in a community. A steering committee has been established to plan and implement intervention measures in this targeted community. The U.S. Attorney will serve as a voting member of the committee, with other members to include, Chief of Police, an Agent from Drug Enforcement Administration, representative from a faith based organization, community-based organization, corporations and residents of the community. The Weed and Seed program will be carried out jointly by the FPD and the Economic Development Corporation of Fresno County. The philosophy of the Weed and

Seed grant is centered upon the idea that law-enforcement and community organizations must work together to address, in a comprehensive manner, problems that plague the targeted areas. The Fresno Police Department has a successful history of working on Weed and Seed grant projects in the Southeast, Southwest, and Central policing districts for approximately seven years.

The funds will provide resources for law enforcement to focus efforts in designated areas to suppress and reduce gang and drug activity using FPD gang suppression teams, the Mayor's Anti-Gang Initiative program, and federal law enforcement agencies. Community policing goals include strengthening area neighborhood safety by increasing recruitment and training, developing an on-line communications networks for Neighborhood Watch, and identifying and implementing safe alternatives for residents to communicate with law enforcement. Prevention, intervention and treatment goals include developing and implementing an integrated process between law enforcement and service agencies to identify and serve individuals and families in need. Neighborhood restoration goals include designing and implementing a sustainable approach to reclaim individual neighborhoods. Funds made available from the grant have allowed personnel to commit extra time and resources to traditional enforcement actions such as surveillance at troubled sites. In addition, the funds will enable personnel to attend community-based activities such as problem-solving meetings with apartment management and events at schools and parks within the target zone. The previous funding in other districts allowed personnel to spend time on both enforcement and outreach which helped forge a positive relationship between the FPD districts and the "Seed" partners who represent the community. During this time, the Fresno Police Department participated in 4 block parties, which enhanced seeding efforts in the designated Weed and Seed area. Enforcement action in this area consisted of serving 12 search warrants, 37 days of enforcement patrol, and 17 parole searches.

FISCAL IMPACT

There is no negative impact to the general fund.

12/2/10ap

Attachment: Memorandum of Understanding

ECONOMIC DEVELOPMENT CORPORATION SERVING FRESNO COUNTY
October 1, 2010 to September 30, 2011

AGENCY FUNDING AGREEMENT

THIS AGREEMENT is made as of November 15, 2010 by and between Economic Development Corporation Serving Fresno County, a non-profit organization (hereinafter referred to as "EDC") and the City of Fresno, a California municipal corporation (hereinafter referred to as the "City").

RECITALS

WHEREAS, EDC has been organized to promote the building of an extraordinary community; and

WHEREAS, the City's Fresno Police Department (hereinafter referred to as "Agency") collaborated with the EDC in the development of a grant proposal for Central Fresno Weed and Seed Initiative funding to enhance the designated target area; and

WHEREAS, the City elects to join with the EDC on terms and conditions hereafter set forth.

AGREEMENT

NOW, THEREFORE, it is mutually agreed upon as follows:

1. The City shall comply with all conditions of the **Weed and Seed FY 10-11 Grant Award 2010-WS-QX-0236** ("Grant") and its attachments (including, without limitation, Appendix 1: Application and Appendix 9: Memorandum of Agreement) as applicable to the Agency and City as described therein.
2. The Agency shall perform the services set forth in the Grant to be performed by Agency.
3. The Agency will submit operational program and financial reports to EDC as required and in a format prescribed by EDC.
4. EDC shall compensate the Agency quarterly for expenses incurred consistent with the budget in the Grant, to a maximum total of **\$41,750.00** for this Agreement. The City will provide matching funds of **\$15,000.00** from the Agency's departmental budget to partially fund the position of "Site Coordinator/Director" for the program. The City will allocate **\$2,500** of the maximum total funds received hereunder to further market and promote events in conjunction with Central Fresno Weed and Seed efforts.
5. Services of the City shall commence as of October 1, 2010, and shall end September 30, 2011, which shall be the term of this Agreement, unless terminated as provided herein.
6. EDC may suspend funding or terminate this Agreement upon ten (10) days written notice to the City in the event the City fails to comply with any terms of this funding Agreement. Either EDC or the City may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party, or sooner by mutual agreement of the parties. If the federal funding for the Grant is terminated, this Agreement shall be immediately terminated.
7. In case of termination, EDC shall only be financially obligated for actual expenditures incurred by the Agency consistent with the Grant prior to the termination effective date. Any unexpended funds advanced to the Agency under this Agreement shall be returned to EDC upon its termination or expiration. The City agrees to return to EDC any funds spent in a

manner found to be unallowable by the Federal Government in any audit or review of the Grant.

8. The City agrees to allow EDC and appropriate government personnel access to program and financial records in regards to the operations funded by this Agreement to the extent consistent with the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide. City certifies it has read, understands and agrees to abide by all of the conditions pertaining to the confidential fund expenditures as set forth in the OJP Financial Guide.
9. The City certifies that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the services of this Agreement. The Agency agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Forms (I-9) for all staff hired in conjunction with this Agreement.
10. The City agrees to provide services in an equitable manner to all segments of the target area service population and to comply with equal employment opportunity requirements in their employment practices.
11. Both parties agree that the federal government shall not be liable for any damages arising from actions taken in conjunction with the execution and performance of this Agreement.
12. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
13. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of the Agreement may be waived unless in writing and signed by all parties to the Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
14. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
15. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.
16. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
17. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in the Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

18. The Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreement, either written or oral.
19. This Agreement may be modified for any future funding years of the program by written instrument duly authorized and executed by both EDC and City.
20. The City may use nonexpendable personal property with a fair market value of less than \$5,000 for other activities without reimbursement to the EDC, or may sell the property and keep the proceeds at the successful conclusion of the Agreement between the City and the EDC.
21. If this Agreement between the City and the EDC is terminated by either party before the end of the term, any equipment purchased with EDC/Weed and Seed funds shall be returned to the EDC within 90 days of the termination date.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Signature: _____
Jerry Dyer, Chief of Police
Fresno Police Department

ATTEST:
Rebecca E. Klisch
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

By: _____
Nancy A. Algier Date
Senior Deputy

ECONOMIC DEVELOPMENT CORPORATION
SERVING FRESNO COUNTY,
a non-profit organization

Signature: _____
Stephen Geil

Name: (Print): Stephen Geil

Title: President + CEO

Signature: _____
Paul Thorn

Name: (Print): PAUL Thorn

Title: Vice President

Addresses:

City
Fresno Police Department
Attention: Chief Jerry Dyer
2323 Mariposa Mall
Fresno, CA 93721
Phone: (559) 621-2222
FAX: (559) 498-5168

EDC
Economic Development Corporation Serving
Fresno County
Attention: Stephen Geil, President
906 N Street, Suite 120
Fresno, CA 93721
Phone: (559) 476-2500
FAX: (559) 498-5168