

AGENDA ITEM NO. 1 C
COUNCIL MEETING 04/07/09
APPROVED BY

DEPARTMENT DIRECTOR 

CITY MANAGER

April 7, 2009

FROM: JERRY P. DYER, Chief of Police
Police Department

BY: JUDY GARCIA, Grant Manager
Police Department

SUBJECT: AUTHORIZE A JOINT AGREEMENT BETWEEN THE CITY OF FRESNO AND THE COUNTY OF FRESNO FOR THE 2009 RECOVERY ACT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM, FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE, FOR GRANT FUNDING OF \$1,991,509

KEY RESULT AREA

Public Safety

RECOMMENDATIONS

It is recommended that Council authorize a joint agreement between the City of Fresno and the County of Fresno for the 2009 Recovery Act, Byrne Justice Assistance Grant Program, from the U.S. Department of Justice, Bureau of Justice, and for consideration of the proposed joint spending plan for Federal funding of \$1,991,509, from the 2009 Recovery Act, Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program.

EXECUTIVE SUMMARY

This program is the result of the American Recovery and Reinvestment Act of 2009. The application process for this program is a joint City/County application with one agency to be named as the fiscal/reporting officer. Per agreement, the City of Fresno will act as the administrator of these funds. The JAG formula consists of a minimum base allocation with the remaining amount determined on population and Part 1 violent crime statistics, and a direct allocation to units of local government. The City of Fresno's allocation is \$1,658,276, and the County's allocation is \$333,133 for a total of \$1,991,509. These funds are included in the FY2010 budget.

KEY OBJECTIVE BALANCE

Participation in this program will address our three Key Objectives of Customer Satisfaction, Employee Satisfaction, and Prudent Financial Management. Utilizing grant funding resources provides prudent fiscal management by minimizing the impact to the General Fund. The Recovery Act initiatives are to preserve and

create jobs, and promote economic recovery. It will affect customer satisfaction by minimizing reductions to essential services. It will promote employee satisfaction by avoiding reductions to essential law enforcement services.

BACKGROUND

Funded through the American Recovery and Reinvestment Act of 2009, the JAG formula consists of a minimum base allocation with the remaining amount determined on population and Part 1 violent crime statistics, and a direct allocation to unit of local government. The application process for this program is a joint City/County application with one agency to be named as the fiscal/reporting officer. Per agreement, the City of Fresno will act as the administrator of these funds. The 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program has allocated \$1,991,509 for the Fresno area. Based on this formula, the City of Fresno receives \$1,658,376 and Fresno County receives \$333,133. The stated purpose of the recovery act is to preserve and create jobs and promote economic recovery and assist those impacted by the recession.

A requirement of this process is that the City of Fresno and Fresno County must jointly submit an application for the JAG program, including a memorandum of understanding that outlines the agreed upon funding. The applicant agency (fiscal agent) must make the grant application available for review by its governing body not fewer than 30 days before the application is submitted to BJA. The application must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations. To meet this requirement, a copy of the Application for Federal Assistance, Form 424, is made available with the spending plan to the Council and to the City Clerk for public review. Additional requirements of this one-time funding include specific reporting requirements on the use of funds. Applicants must certify they will satisfy the reporting requirements, in accordance with the "Accountability and Transparency under the Recovery Act."

In conjunction with the objectives of the 2009 Recovery Act, the grant funding is proposed to be used to preserve jobs by paying for the salaries and fringe of certain civilian law enforcement personnel for two years. The targeted positions are included in the FY 2010 budget as a reduction to meet identified budget targets. The fiscal limitations of the City have caused departments to review operations and personnel costs in efforts to meet various budgeted targets and reductions based on reduced revenues and general state of the economy. This plan will meet the required objectives of the Recovery Act funding as well as minimizing impact to essential services. The funding will pay for Community Service Officers, Computer Systems Specialist II, Senior Secretaries, Range Masters, and Administrative Clerks. At total of 15 positions will be saved with this funding.

In addition, funding will pay for two (2) part-time background investigators (retired police officers) to work in the Special Investigations Bureau, Sexual Assault Unit, to work with the Fresno County Sexual Assault Felony Enforcement (SAFE) Team. A part-time Administrative Clerk position will be created to provide data entry duties. This will free up existing sworn personnel from administrative duties allowing them to focus their attention on field investigations. With the additional staff, our agency would be able to maintain its current level of sexual offender registration, as well as any increased workload.

FISCAL IMPACT

There is no fiscal impact to the General Fund.

JPD:JG:pgh
04/01/09

Attachment: Spending Plan
Agreement
Request for Federal Assistance Form 424

**Justice Assistance Grant Recovery Act 2009
Civilian Personnel Costs/Spending Plan**

Category	# of FTE Positions	Salary & Fringe Costs
Non-sworn Personnel		
Sr. Community Service Officer	1	
	Year 1	55,314
	Year 2	55,314
Senior Admin Clerk	1	
	Year 1	45,490
	Year 2	45,490
Computer Systems Specialist II	1	
	Year 1	69,864
	Year 2	69,864
Standby Pay for CSSII above	1	
	Year 1	7,100
	Year 2	7,313
Senior Secretary	2	
	Year 1	107,936
	Year 2	107,936
Senior Admin Clerks - Day Shift	2	
	Year 1	93,064
	Year 2	93,064
Senior Admin Clerks - Midnight Shift	2	
	Year 1	99,304
	Year 2	99,304
Senior Admin Clerks - Swing Shift	2	
	Year 1	97,224
	Year 2	97,224
Admin Clerk II - Day Shift	1	
	Year 1	39,667
	Year 2	39,667
Rangemaster/Armorer - Filled	2	
	Year 1	132,809
	Year 2	132,809
Background Investigator - Part-Time	2	
	Year 1	65,645
	Year 2	65,645
Admin Clerk - Part-Time	1	
	Year 1	15,665
	Year 2	15,665
Total All Positions		1,658,376

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FRESNO, AND COUNTY OF FRESNO, CA
RECOVERY ACT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FORMULA PROGRAM:**

This Agreement, which incorporates GMS Application Number 2009-F3397-CA-SU including Certifications and Assurances, is made and entered into this 18th day of May, 2009, by and between the County of Fresno, acting by and through its governing body, the County Board of Supervisors, hereinafter referred to as COUNTY, and the City of Fresno, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Fresno County, State of California, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 930 through 930.6 of the Government Code: and

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 only from current Program revenues annually appropriated and available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs/allocation of funds fairly divides Program funding and compensates the performing party for the services or functions under this Agreement: and

WHEREAS, contingent upon grant funding being available, the CITY agrees to provide the COUNTY an amount of \$333,133 from the JAG award for the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (Jag) Formula Program award of \$1,991,509; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds as above.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, and of the mutual promises contained herein, the COUNTY and CITY agree as follows:

Section 1.

Contingent upon funding being available, CITY agrees to pay COUNTY a total of \$333,133 of JAG funds.

Section 2.

COUNTY agrees to use \$333,133 for the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (Jag) Formula Program until expiration of the Program term, whereupon any unused funds shall be remitted to the US DOJ-BJA, consistent with Program requirements.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the California Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the California Tort Claims Act.

Section 5.

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of each party's employees, including, but not limited to, compliance with applicable social security withholding and all other regulations governing such matters. Further and without limitation, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

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

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to each party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to each party at the address provided on the signature page of this Agreement.

Section 9.

Each party shall at any time during business hours, and as often as each party may reasonably deem necessary, make available to each other for examination all of its records and data with respect to the matters covered by this Agreement for a period of three (3) years following Program expiration.

Section 10.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writing, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

- **This Agreement is subject to ratification by the approval of both the City Council and the County Board of Supervisors**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF FRESNO

COUNTY OF FRESNO

By: 
Jerry Dyer, Chief of Police
Fresno Police Department

By: _____
Susan B. Anderson, Chairman
Board of Supervisors

ATTEST:
REBECCA E. KLISCH
City Clerk

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: _____
Deputy

By: _____

REVIEWED & RECOMMENDED
FOR APPROVAL

By: _____
Margaret Mims, Sheriff

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

APPROVED AS TO LEGAL FORM:
County Counsel

By:  3/15/09
Nancy A. Algier Date
Senior Deputy

By: _____
Deputy

APPROVED AS TO ACCOUNTING
FORM: Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax
Collector

By: _____

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
City of Fresno		City of Fresno	
Address		Name and telephone number of the person to be contacted on matters involving this application	
2600 Fresno Street Fresno, California 93721-3620		Garcia, Judy (559) 621-2053	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)		7. TYPE OF APPLICANT	
94-6000338		Municipal	
8. TYPE OF APPLICATION		9. NAME OF FEDERAL AGENCY	
New		Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT	
NUMBER: 16.804 CFDA TITLE: 16.804 - Recovery Act - Justice Assistance Grants - Localities		JAG 09 Recovery Law Enforcement Program	
12. AREAS AFFECTED BY PROJECT			
City of Fresno			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date:	July 01, 2009	a. Applicant	
End Date:	June 30, 2013	b. Project	CA20
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$1,991,509	Program is not covered by E.O. 12372	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0		
TOTAL	\$1,991,509	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
		N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			

Close Window