



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO. 14
COUNCIL MEETING 08/26/08
APPROVED BY

DEPARTMENT DIRECTOR *[Signature]*
CITY MANAGER *[Signature]*

August 26, 2008

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

BY: JUDY GARCIA, Grant Manager
Police Department

SUBJECT: AUTHORIZE THE 10TH AMENDMENT TO ANNUAL APPROPRIATION RESOLUTION 2008-162 FOR THE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE TO APPROPRIATE \$128,300 INTO THE FY 09 BUDGET

KEY RESULT AREA

Public Safety

Presented to City Council
Date 8/26/08
Disposition Res. 2008-213

RECOMMENDATIONS

It is recommended Council authorize 10th amendment to Annual Appropriation Resolution 2008-162 to appropriate \$128,300 into the FY 09 budget.

EXECUTIVE SUMMARY

At the July 22, 2008, Council meeting, the City Council approved the joint agreement between the City of Fresno and County of Fresno, spending plan, and acceptance of the award of grant funding for the JAG grant funding program. This is now brought back to Council, upon award of funding, to appropriate the grant funds into the FY 09 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. It will affect customer satisfaction by providing additional tools necessary to effectively combat crime, and promote employee satisfaction by providing necessary equipment to create an effective and efficient work environment.

BACKGROUND

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. This is the fourth year of this funding through a City/County joint application process. For Federal Fiscal Year 2009, the JAG program

has allocated \$155,907 for the Fresno area. Based on this formula, the City of Fresno receives \$128,252 and Fresno County receives \$27,655.

These funds will assist the Police Department in purchasing equipment, such as an X-ray machine containing a high-performance sensor that allows the bomb squad to remotely diagnose the innards of a munition, suspicious package, or improvised explosive device; funds for the purchase of a replacement K-9 and handler training; and digital cameras to be used for evidentiary photos of both violent and property crime scenes.

Grant funding will also provide for replacement of radar guns, used in efforts to reduce traffic collisions and speeding motorists, that are either in need of repair or are reaching five to six years of age; and replacing worn out or improperly sized clothing for newly hired traffic motor officers.

Statistics have shown that shooting is a perishable skill and only through periodic training can you sustain these skills. Grant funds will purchase ammunition that will ensure our Department members have the equipment necessary to sustain these skills through adequate training and equipment.

The acquisition of equipment and operational supplies will provide officers with necessary equipment to continue to provide service to the community, as well as to ensure their safety while combating crime.

FISCAL IMPACT

There is no impact to the general fund.

JPD:pgh
8/12/08

Attachment: 10th Amendment to AAR 2008-162

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FRESNO, AND COUNTY OF FRESNO, CA
2008 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement, which incorporates GMS Application Number 2008-F5830-CA-DJ including, Certifications and Assurances, is made and entered into this 22nd day of July, 2008, 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 \$27,655 from the FY 2008 JAG award of \$155,907 for the Law Enforcement Program; 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 amount of \$27,655 of JAG funds.

Section 2.

COUNTY agrees to use the \$27,655 for the Law Enforcement Program until expiration of the FY 2008 Byrne Justice Assistance Grant 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

1 COUNTY other than claims for which liability may be imposed by the California Tort Claims Act.

2 **Section 4.**

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

5 **Section 5.**

6 The parties are acting in an independent capacity. Each of the parties agrees that it,
7 including any and all of its officers, agents, and/or employees, shall have absolutely no right to
8 employment rights and benefits available to the other party's employees. Each party shall be
9 solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or
10 employees all legally and contractually required employee benefits. In addition, each party shall
11 be solely responsible and save the other party harmless from all matters relating to payment of
12 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.

13 **Section 6.**

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

16 **Section 7.**

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

19 **Section 8.**

20 Any and all notices between the parties provided for or permitted under this Agreement
21 or by law shall be in writing and shall be deemed duly served when personally delivered to each
22 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.

23 **Section 9.**

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

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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

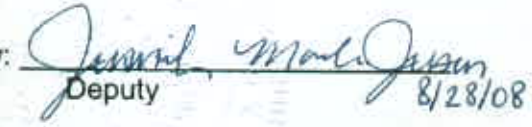
COUNTY OF FRESNO

By: 
 Jerry Dyer, Chief of Police
 Fresno Police Department

By: 
 Henry Perea, Chairman
 Board of Supervisors **JUL 0 8 2008**

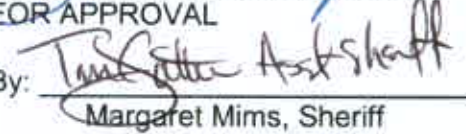
ATTEST:
 REBECCA E. KLISCH
 City Clerk

ATTEST:
 BERNICE E. SEIDEL, Clerk
 Board of Supervisors

By: 
 Deputy 8/28/08

By:  Deputy

REVIEWED & RECOMMENDED FOR APPROVAL

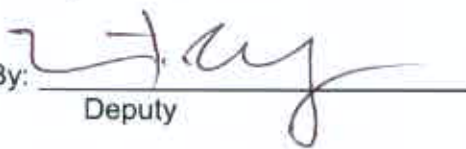
By: 
 Margaret Mims, Sheriff

APPROVED AS TO FORM:
 JAMES C. SANCHEZ
 City Attorney

APPROVED AS TO LEGAL FORM:

County Counsel

By: 
 Nancy A. Algier 6/25/08
 Senior Deputy Date

By: 
 Deputy

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

By: 