



Agenda Report

File #: 19-0767

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 9/4/2019

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT:

City Council consideration to authorize the City Manager to sign the Interlocal Agreement concerning the distribution of the U.S. Department of Justice 2019 Local Edward Byrne Memorial Justice Assistance Grant.

RECOMMENDED ACTION:

That the City Council:

1. Authorize the City Manager to sign and enter into an Interlocal Agreement Concerning the Distribution of the 2019 Justice Assistance Grant Award.
2. Authorize the City Manager, City Attorney, and/or the Chief of Police to execute any required grant documents that are in compliance with the City Council's actions here under.

ANALYSIS:

In August 2019, the U.S. Department of Justice had notified the City of Corona of its eligibility for a \$14,522 award for the 2019 Local Edward Byrne Memorial Justice Assistance Grant (JAG) local formula grant.

The grant's mission is to assist state, local, and tribal efforts to prevent or reduce crime and violence. Funds received are to be used for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance law enforcement programs.

The City Council is recommended to authorize the City Manager to sign and enter into an Interlocal Agreement in coordination with thirteen (13) other agencies within Riverside County, as the U.S. Department of Justice merged us together for the funding application. The interlocal agreement is between the cities of: Banning, Beaumont, Coachella, Corona, Desert Hot Springs, Hemet, Indio,

Jurupa, Lake Elsinore, Moreno Valley, Palm Springs, Perris, Riverside, and the County of Riverside.

If the City of Corona receives funding, it will be as a reimbursement from the 2019 Local Edward Byrne Memorial JAG. Corona would receive \$14,522. The award would be for \$14,522, with ten-percent (10%) of the award, or \$1,453, designated for the Riverside County Sheriff's Department as the grant's Fiscal Agent and three-percent (3%) of the award, or \$393, is designated for the National Incident-Based Reporting System, or NIBRS.

The grant requires that three percent (3%) is set-aside and designated for NIBRS. By January 1, 2021 the Federal Bureau of Investigations, or FBI, intends NIBRS to be the law enforcement crime data reporting standard for the nation. This money is to be used for state and local jurisdiction working towards compliance to ensure data submission requirements will be met by the deadline and to be NIBRS certified. The NIBRS money will remain in the Police Department and be used for NIBRS training.

The 2019 Local Edward Byrne Memorial JAG project period will be from October 1, 2018 to September 30, 2022. If the Corona Police Department is accepted for any JAG funding, it is the Police Department's intent to utilize these funds to pay overtime costs for Crisis Intervention Training of the officers. Additionally, the Police Department will come back to the City Council to accept and appropriate the funds accordingly.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City Strategic Plan goal to promote Public Safety: Protect our Residents and Businesses (b) by ensuring adequate funding for facilities and equipment needed to support timely delivery of police and fire services to our community.

FISCAL IMPACT:

There is no fiscal impact at this time. This is a request to authorize the Police Department to apply for the award. The appropriation will be requested at a later date when the award approval is received.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project under the California Environmental Quality Act.

PREPARED BY: MICHELLE ADAMS, MANAGEMENT ANALYST II

REVIEWED BY: JERRY RODRIGUEZ, POLICE CAPTAIN

REVIEWED BY: GEORGE JOHNSTONE, CHIEF OF POLICE

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Interlocal Agreement Between the Cities of: Banning, Beaumont, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa, Lake Elsinore, Moreno Valley, Palm Springs, Perris, Riverside, and the County of Riverside, CA Concerning Distribution of the 2019 Justice Assistance Grant Award.

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, BEAUMONT, COACHELLA, CORONA, DESERT HOT
SPRINGS, HEMET, INDIO, JURUPA, LAKE ELSINORE, MORENO VALLEY, PALM SPRINGS,
PERRIS, THE CITY OF RIVERSIDE AND
THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2019 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2019, 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.

CITY OF

ATTEST:

City Clerk

APPROVED AS TO FORM:

| Appendix 1 | | | | | |
|---|-------------|--|------------------|-------------------|-----------------------------------|
| Eligible Agencies in FY 2019 JAG Disparate Area | | | | | |
| Riverside County (Sheriff's Department) FA | BJA Formula | To Fiscal Agent (Sheriff's Department) | Total Allocation | NIBRS Requirement | Allocation Less NIBRS Requirement |
| Riverside County | 58,581 | 37,543 | 96,124 | 2,884 | 93,240 |
| Banning | 11,618 | 1,162 | 10,456 | 314 | 10,142 |
| Beaumont | 10,868 | 1,087 | 9,781 | 294 | 9,487 |
| Coachella | 10,353 | 1,036 | 9,317 | 280 | 9,037 |
| Corona | 14,522 | 1,453 | 13,069 | 393 | 12,676 |
| Desert Hot Springs | 17,544 | 1,755 | 15,789 | 474 | 15,315 |
| Hemet | 39,257 | 3,926 | 35,331 | 1,060 | 34,271 |
| Indio | 38,906 | 3,891 | 35,015 | 1,051 | 33,964 |
| Jurupa | 20,425 | 2,043 | 18,382 | 552 | 17,830 |
| Lake Elsinore | 10,985 | 1,099 | 9,886 | 297 | 9,589 |
| Moreno Valley | 53,967 | 5,397 | 48,570 | 1,458 | 47,112 |
| Palm Springs | 19,769 | 1,977 | 17,792 | 534 | 17,258 |
| Perris | 13,937 | 1,394 | 12,543 | 377 | 12,166 |
| Riverside City | 113,227 | 11,323 | 101,904 | 3,058 | 98,846 |
| | | | | | |
| | 433,959 | - | 433,959 | | |
| % To Fiscal Agent | 8.65% | | | | |
| \$ To FA | 37,543 | | | | |