

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: SHERIFF

BOARD AGENDA # *B-4

Urgent Routine

AGENDA DATE July 2, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Submit and Accept if Awarded the 2013 Edward Byrne Memorial Justice Assistance Grant Application to the Bureau of Justice Assistance to Enhance Criminal Justice Processes

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to submit a joint grant application to the Bureau of Justice Assistance, and to accept the grant if awarded, for the 2013 Edward Byrne Memorial Justice Assistance Grant funding to enhance criminal justice processes.
2. Authorize the Chairman of the Board of Supervisors to sign the Memorandum of Agreement between the County of Stanislaus and the City of Modesto for the Justice Assistance Grant (JAG) Program Award.

(continued on page 2)

FISCAL IMPACT:

For Federal Fiscal Year 2013, \$11.2 million has been appropriated to the State of California for the Edward Byrne Memorial Justice Assistance Grant (JAG) that is administered by the Bureau of Justice Assistance (BJA), U.S. Department of Justice. The JAG program allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The County has previously received funding from the Local Law Enforcement Block Grant (LLEBG) program since 1996 which has been used to fund positions and purchase equipment. The LLEBG funds are now included in the JAG program. (continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-325

On motion of Supervisor Withdraw, Seconded by Supervisor De Martini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withdraw, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Submit and Accept if Awarded the 2013 Edward Byrne Memorial Justice Assistance Grant Application to the Bureau of Justice Assistance to Enhance Criminal Justice Processes

STAFF RECOMMENDATIONS: (continued from page 1)

3. Direct the Auditor-Controller to establish a budget with estimated revenue and appropriations in the amount of \$138,905 per the attached budget journal after the grant is awarded and an acceptance letter is received by the Sheriff's Department.
4. Approve the recommendations for use of the 2013 Edward Byrne Memorial Justice Assistance Grant to share funding with the City of Modesto Police Department, continue funding for existing staff in the Probation Department and fund training in the Sheriff's Department.

FISCAL IMPACT: (continued from page 1)

The grant funding will provide \$138,905 in Federal funding to Stanislaus County. The funding will be shared between the Stanislaus County Sheriff, Probation and the City of Modesto. This represents a decrease of \$5,328 for the County and \$1,480 for the City of Modesto from the 2012 JAG award of \$145,713 awarded by BJA and approved by the Board of Supervisors on May 8, 2012. The City of Modesto received \$108,818 and \$36,895 was shared between the Probation and Sheriff's Departments. A County match is not required.

DISCUSSION:

Funding in the amount of \$138,905 is available in 2013 from the JAG program for use in Stanislaus County. Awards are made in the first fiscal year of the appropriation and may be expended during the following three years for a total of four years. This is the ninth year that the JAG program will be available. Funding received from 2005 through 2012 have been utilized to fund positions.

Previously, funding was utilized to fund one full-time Deputy Probation Officer for the Domestic Violence Program and one full-time Deputy Sheriff to provide community policing services for the South Modesto area surrounding the Shackelford School area and one-half of a Deputy Sheriff position to provide a School Resource Officer on site at the Tuolumne Elementary School.

For the fifth time in the eight years the county has been receiving Justice Assistance Grant (JAG) funds from the Department of Justice (DOJ), the County and the City of Modesto must file jointly due to what the DOJ terms Disparate Allocation. According to the DOJ this occurs "when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. When this occurs, the county and cities must identify a fiscal agent and submit a joint application for the total eligible amount." The Stanislaus County Sheriff's Department has been identified as the fiscal agent and will submit a joint application with the City of Modesto Police Department for the total grant amount of \$138,905 to be split among three agencies as described in the memorandum of agreement. The DOJ allocation of funds provides the county with \$31,567 and the city \$107,338. (continued on page 3)

Approval to Submit and Accept if Awarded the 2013 Edward Byrne Memorial Justice Assistance Grant Application to the Bureau of Justice Assistance to Enhance Criminal Justice Processes

DISCUSSION: (continued from page 2)

The grant also allows for an administrative fee of up to 10% to be charged by the fiscal agent. The Sheriff's Department will be charging a 3% administrative fee. The application of the administrative fee will result in the county receiving \$34,787 and the city receiving \$104,118.

Recommended distribution of the 2013 JAG funds is as follows:

Probation	\$ 7,892
Sheriff	\$ 23,675
Sheriff (3% Administrative Fee)	\$ 3,220
Modesto Police Department	\$ 104,118
	\$ 138,905

The Modesto Police Department will use its allocated share of \$104,118 to purchase 800 Mhz radios. The Probation Department will use its allocated share of \$7,892 to fund one-eleventh of a Deputy Probation Officer for the Domestic Violence Program. The Sheriff's Department will use its allocated share of \$23,675 to fund School Table Top Exercise Training.

If the Board of Supervisors concurs, an application will be finalized with the Bureau of Justice Assistance for this funding. The Sheriff's Department recommends the County take advantage of this funding opportunity and approve the staff recommendations to accept the funding from the U.S. Department of Justice, Bureau of Justice Assistance.

The Sheriff recommends that the Board of Supervisors approve the attached Memorandum of Agreement between the County of Stanislaus and the City of Modesto for the Justice Assistance Grant Program Award and authorize the Chairman of the Board of Supervisors to sign the Memorandum of Agreement approving the joint application by the Stanislaus County Sheriff's Department and the City of Modesto Police Department.

POLICY ISSUES:

Board approval to apply for this entitlement funding is necessary prior to the obligations of program funds. Utilization of this funding will enhance criminal justice processes in our community, consistent with the Board's stated priorities of ensuring A Safe Community and Effective Partnerships.

STAFFING IMPACT:

There are no recommendations to modify the Salary and Position Allocation Resolution by this action.

CONTACT INFORMATION:

Adam Christianson, Sheriff Coroner, Telephone (209) 525-7105

Database FMSDBPRD.CO.STANISLAUS.CA.US. DO NOT CHANGE
Balance Type Budget DO NOT CHANGE
Data Access Set County of Stanislaus DO NOT CHANGE

Ledger * List - Text County of Stanislaus DO NOT CHANGE
Budget List - Text LEGAL BUDGET DO NOT CHANGE
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Source * List - Text SO DRW
Currency * List - Text USD DO NOT CHANGE
Period List - Text JUL-13 ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Batch Name Text
Journal Name Text SO JV1213-20
Journal Descript Text 2013 JAG Local Fund
Journal Referen Text
Organization List - Text Stanislaus Budget Org DO NOT CHANGE
Chart Of Account Accounting Flexfield DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
	1799	0028612	29505	0000000	000000	000000	00000		138,905.00	Incr - Fed Other DOJ-JAG
	1799	0028612	63280	0000000	000000	000000	00000	104,118.00		Incr - Contracts (MPD)
	1799	0028612	73681	0000000	000000	000000	00000	7,892.00		Incr - Prob services
	1799	0028612	73682	0000000	000000	000000	00000	26,895.00		Incr - Sheriff services
	0100	0026110	38000	0000000	000000	000000	00000		7,892.00	Incr - Gov interfund revenue Probation
	0100	0028210	38316	0000000	000000	000000	00000		23,675.00	Incr - Gov Fund Sheriff Revenue (Patrol)
	0100	0028106	38316	0000000	000000	000000	00000		3,220.00	Incr - Gov Fund Sheriff Revenue (Finance)
								138,905.00	173,692.00	

Totals: 138,905.00 173,692.00
 Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Establish revenue and expense appropriations for 2013 JAG grant. Funding will be used to reimburse Modesto PD for 800 Mhz radios and reimburse Probation a portion of salary & benefit cost for 1 year and Sheriff School Table Top Exercise.

Requesting Department		CEO	Data Entry	Auditors Office Only	
Dan Wirtz		<i>D. Foster</i>	Keyed by	<i>John Williams</i>	
Prepared by		Supervisor's Approval	Prepared By	Approved By	
6/10/2013		6-20-2013	Date	6/19/2013	
Date		Date	Date	Date	

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
THE CITY OF MODESTO FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FORMULA PROGRAM: LOCAL SOLICITATION AWARD**

This Agreement is made and entered into this 2nd day of July, 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as CITY, to distribute the above referenced grant funds:

WHEREAS, the COUNTY and the CITY, 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, the COUNTY and the CITY find 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 fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the CITY's share of the JAG award that was awarded to both the COUNTY and CITY for the Equipment Offset is \$104,118 (\$107,338 less 3% Administrative Fee of \$3,220 to be paid to the County), and

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees CITY'S share of the award is a total of \$104,118 of JAG funds.

Section 2.

CITY agrees to use \$104,118 to purchase 800 Mhz radios.

Section 3.

The CITY agrees to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter. This will allow the COUNTY to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter.

The Programmatic and Financial Reporting Periods and Due Dates to the County are as follows:

October-December	January 15
January-March	April 15
April-June	July 15
July-September	October 15

Section 4.

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 Tort Claims Act.

Section 5.

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 Tort Claims Act.

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 for any civil liability that may arise from the furnishing of the services by the other party.

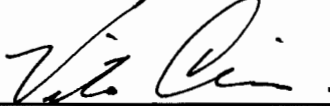

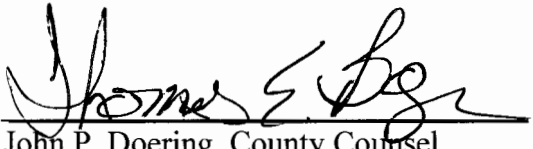
Section 7.

Section 8.

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.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2013-_____, adopted by the Council of the City of Modesto on the 2nd day of July, 2013, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: <u></u> Vito Chiesa, Chairman Board of Supervisors</p> <p>"County"</p>	<p>CITY OF MODESTO</p> <p>By: _____ Greg Nyhoff, City Manager</p> <p>"City"</p>
<p>ATTEST::</p> <p>By: <u></u> Cristina Ferrero Salzman Clerk of the Board</p>	<p>ATTEST:</p> <p>By: _____ Stephanie Lopez, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: <u></u> John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____ Susana Alcala Wood, City Attorney</p>

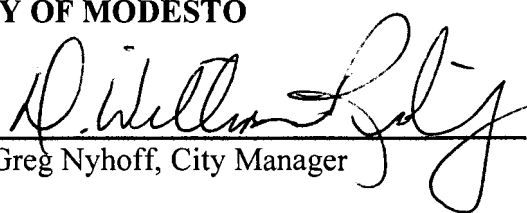

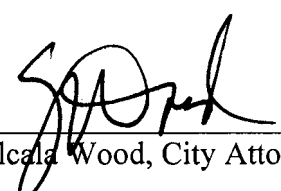
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

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

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2013- 244, adopted by the Council of the City of Modesto on the 2 day of July, 2013, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: _____ Vito Chiesa, Chairman Board of Supervisors</p> <p>"County"</p>	<p>CITY OF MODESTO</p> <p>By:  Greg Nyhoff, City Manager</p> <p>"City"</p>
<p>ATTEST::</p> <p>By: _____ Clerk of the Board</p>	<p>ATTEST:</p> <p>By:  Stephanie Lopez, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By:  Susana Alcalá Wood, City Attorney</p>