



## STAFF REPORT

DATE: MAY 15, 2012  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: ROD FOSTER, CITY MANAGER  
 PREPARED BY: STEVE WARD, POLICE CHIEF  
 SUBJECT: APPROVAL OF THE 2012 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND ITS ACCOMPANYING MOU

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt Resolution No. R-14-12 authorizing the acceptance of the 2012 JAG grant for the amount of \$16,056, along with its accompanying MOU with the County of San Bernardino.

### GOAL STATEMENT

The proposed action will support the Councils' goal to provide outstanding public safety services.

### BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The formula for the distribution of funds is based on each city's population, their Part 1 crimes, and direct allocations to State and local governments. The City of Colton's allocation has been determined to be \$16,056. These grant funds must be expended within a four-year period for law enforcement purposes only. The grant cannot be used to purchase weapons, ballistic vests, or to supplant equipment. The agreement must be submitted to the County of San Bernardino no later than May 15, 2012 to ensure receipt of our allocation.

### ISSUES/ANALYSIS

These funds must be utilized for law enforcement purposes only. The Police Department will utilize our allocation to purchase aviation grade fuel for the Fontana Police Department Aviation Division. The Colton Police Department has submitted a Professional Services Agreement to this Council for approval, in which Fontana Police Department is to provide air support services to the City of Colton. Services include routine helicopter patrols, radio calls for service, and emergency priority calls for service. Helicopter crews have an advantage of altitude and can see things clearer from their view point. The aircrew will assist ground units where ever possible, making conditions safer for all involved. The aviation grade fuel purchased with these funds will assist in the costs for providing those air support services.

## **FISCAL IMPACTS**

There is no fiscal impact to the City as no matching funds are required. Expenditure Account 225-6070-6084-0000-006 and Revenue Account 225-5890-006 are to be used for acceptance and use of the actual award.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Resolution No. R-14-12
2. Memorandum of Understanding between the City of Colton and the County of San Bernardino concerning the distribution of the award.



INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO,  
COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA,  
REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE,  
AND THE COUNTY OF SAN BERNARDINO, CA

CONCERNING DISTRIBUTION OF THE  
2012 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 15<sup>TH</sup> day of MAY, 2012, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, 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 TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

**WHEREAS**, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE**, the COUNTY and TOWN and CITIES agree as follows:

**Section 1.**

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

**Section 2.**

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

**Section 3.**

TOWN and 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 TOWN and/or 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.

TOWN OF APPLE VALLEY, CA

COUNTY OF SAN BERNARDINO, CA

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Josie Gonzales  
Chair, County Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

\*Jean-Rene Basle  
County Counsel

by: \_\_\_\_\_  
Steven J. Singley, Deputy

\*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.



CITY OF BARSTOW, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF HESPERIA, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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CITY OF REDLANDS, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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**2012 Justice Assistance Grant  
APPENDIX 1**

Jurisdiction	Formula-based Allocation	5% Admin Fee	Award Amount
San Bernardino County	\$ 90,844	\$ (4,542)	\$ 86,302
Adelanto	\$ 17,872	\$ (894)	\$ 16,978
Apple Valley	\$ 20,250	\$ (1,013)	\$ 19,237
Barstow	\$ 19,866	\$ (993)	\$ 18,873
Chino	\$ 16,159	\$ (808)	\$ 15,351
Colton	\$ 16,901	\$ (845)	\$ 16,056
Fontana	\$ 63,562	\$ (3,178)	\$ 60,384
Hesperia	\$ 21,989	\$ (1,099)	\$ 20,890
Highland	\$ 18,869	\$ (943)	\$ 17,926
Montclair	\$ 15,392	\$ (770)	\$ 14,622
Ontario	\$ 57,375	\$ (2,869)	\$ 54,506
Rancho Cucamonga	\$ 27,537	\$ (1,377)	\$ 26,160
Redlands	\$ 18,639	\$ (932)	\$ 17,707
Rialto	\$ 40,832	\$ (2,042)	\$ 38,790
San Bernardino	\$ 143,335	\$ (7,167)	\$ 136,168
Upland	\$ 13,474	\$ (674)	\$ 12,800
Victorville	\$ 54,895	\$ (2,745)	\$ 52,150
<b>Total</b>	<b>\$ 657,791</b>	<b>\$ (32,891)</b>	<b>\$ 624,900</b>