



Meeting Date: 04/14/09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input checked="" type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Assistant Chief Jason Benites *JB* Agenda Item No. K-1

Reviewed By: City Manager _____ City Attorney *J* Finance *Jr* Other (Specify) _____

DATE: April 1, 2009

TO: City Council

FROM: John Crombach, Chief of Police *JCrombach*
Police Department

SUBJECT: Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program (JAG)

RECOMMENDATION

That City Council adopt a resolution:

1. Authorizing the City Manager or designee to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$1,007,166 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program.
2. Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement # A-7512) with the County of Ventura and the Cities of San Buenaventura, Simi Valley, Santa Paula, and Port Hueneme, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of JAG funds.
4. Authorizing the Chief of Police or designee to submit non-financial reports.

DISCUSSION

The American Recovery and Reinvestment Act of 2009 recently appropriated \$2 billion nationwide for JAG formula grant funding. JAG is a federal formula grant which allocates grant funds based on reported criteria such as population and crime statistics. A recent JAG funding allocation list provided by the Bureau of Justice Statistics (BJS) announced that the combined award amounts for agencies within Ventura County totals \$1,007,166. Of this amount, the City of Oxnard is eligible to receive a one-time award of \$398,746 and has a statutory four year period in which to spend funds. No funding match is required.

BJS requires that a joint application be submitted by agencies within Ventura County. The City of Oxnard, whose award amount is 39.6% of the overall JAG award eligibility among Ventura

Upon notification of the grant award, the Police Department will request approval for appropriation of grant funds from the City Council.

JB

Attachment #1 - Resolution Approving Submittal of Application

Attachment #2 – JAG Grant Application

Attachment #3 – MOU between the City and the County of Ventura, and Municipal Agencies

Note: Attachment #2 the JAG Grant Application has been provided to City Council under separate cover. Copies for review are available at the Circulation Desk in the Library after 6:00 p.m. on Thursday prior to the Council meeting and in the City Clerk's Office after 8:00 a.m. on Friday prior to the Council meeting.

Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program

April 1, 2009

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County and its cities, will serve as the grant's lead agency. The lead agency will submit the application on behalf of all parties, will receive the award and then disburse it to other grantees within Ventura County. The City of Oxnard intends to reallocate five percent (5%), or \$50,358 of the total countywide award eligibility to the City of Oxnard for costs related to administering the grant. Upon receipt of authorization from City Council, a Memorandum of Understanding will be circulated to participating agencies for signatures.

Of the \$1,007,166 in countywide JAG funding, the awards will be distributed as follows:

County of Ventura	\$87,024
Fillmore	\$26,498
Oxnard	\$378,809
Port Hueneme	\$45,620
San Buenaventura	\$150,560
Santa Paula	\$44,415
Moorpark	\$19,723
Camarillo	\$45,469
Thousand Oaks	\$75,581
Simi Valley	\$83,109
City of Oxnard (5% Administration Fee):	\$50,358
Total:	<u>\$1,007,166</u>

Funds from this grant can be used to improve or enhance law enforcement programs and preserve and/or create jobs, which may include equipment/supplies, training, personnel, and/or contractual support. Grantees may utilize JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. The grant's monies may not supplant or replace funds that have been appropriated for the same purpose.

The Oxnard Police Department intends to apply its \$378,809 share of JAG funding towards the following programs:

CAD / RMS Maintenance Agreement	\$175,502
Radio Communications Improvements	\$135,000
Cultural Proficiency Training	\$40,000
Student Truancy Offender Program	\$28,307
Total:	<u>\$378,809</u>

The application deadline for JAG grant funding is May 18, 2009.

FINANCIAL IMPACT

Approval of this recommendation will have no effect on the General Fund Operating Reserve. This grant does not require any matching contribution. The funding will serve to supplement public safety and will not supplant existing effort.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, U.S. Department of Justice grant funds in the amount of \$1,007,166 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program has been allocated to law enforcement agencies within the County of Ventura; and

WHEREAS, a joint application for JAG funds must be submitted by law enforcement agencies within the County of Ventura; and

WHEREAS, the County of Ventura and the Cities of San Buenaventura, Simi Valley, Santa Paula, and Port Hueneme have designated the City of Oxnard as the lead agency and fiscal agent for the JAG.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The City Manager or designee is authorized to execute and submit a grant application for the Edward Byrne Memorial Assistance Grant (JAG) Formula Program.
2. The City Manager is authorized to execute a Memorandum of Understanding with the County of Ventura and the Cities of San Buenaventura, Simi Valley, Santa Paula, and Port Hueneme, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

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ATTACHMENT NO. 1
PAGE 1 OF 2

4. The Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 14th day of April, 2009, by the following vote:

AYES:

NOES:

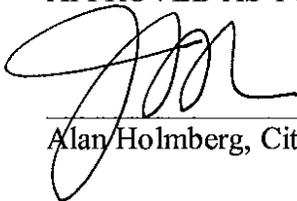
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk

 for

Alan Holmberg, City Attorney
4-6-09

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OXNARD, CALIFORNIA, ON ONE HAND,
AND THE COUNTY OF VENTURA, CALIFORNIA, WHICH ALSO INCLUDES THE CITIES
OF THOUSAND OAKS, CAMARILLO, FILLMORE AND MOORPARK; AND THE CITIES
OF SAN BUENAVENTURA, SIMI VALLEY, SANTA PAULA, AND PORT HUENEME,
CALIFORNIA, ON THE OTHER HAND**

2009 RECOVERY ACT: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG")

This Agreement ("Agreement") is made and entered into on this ___ day of April, 2009, in the County of Ventura by and between the City of Oxnard ("Oxnard"), on one hand; and on the other hand: the County of Ventura ("County"), in conjunction with the County's law enforcement contract agencies of Thousand Oaks, Camarillo, Fillmore, and Moorpark; and the law enforcement agencies in the Cities of San Buenaventura, Simi Valley, Santa Paula, and Port Hueneme ("Cities"), all entities within the County of Ventura, California.

WHEREAS, each party to this Agreement, 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 party to this Agreement 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, all parties to this Agreement believe it to be in their best interests to procure JAG funds.

NOW THEREFORE, the parties listed in this Agreement stipulate / agree as follows:

Section 1.

All parties stipulate that Oxnard shall serve as the lead agency for this grant project. The lead agency shall serve as the fiscal agent for this grant and will submit a joint application on behalf of the parties to this Agreement. Oxnard shall assume the role of coordinating the application and administration of the grant.

Section 2.

The JAG allocation list is established by the Bureau of Justice Statistics (BJS) and indicates the amount for which each unit of local government is eligible to apply. The amounts prescribed in this allocation list shall be referred to hereinafter as agency "Base Award Eligibility." The Base Award Eligibility figures are listed in the table in Section 3, below.

Oxnard shall apply a fee of five percent (5%) to all agency's' Base Award Eligibility. This percentage shall be applied to costs related to administering the grant during its four year reporting period. Five percent shall be deducted from each party's Base Award Eligibility amounts and allocated to Oxnard. The modified agency award amounts are reflected in the "Adjusted Award" portion of the table in Section 3, below.

Section 3.

Parties agree that Oxnard shall allocate the \$1,007,166 JAG award in the following manner to participating agencies as follows:

Agency	Agency Base Award Eligibility	Lead Agency Administration Fee (5%)	Agency Adjusted Award
VENTURA COUNTY	\$91,604	\$4,580	\$87,024
FILLMORE	\$27,893	\$1,395	\$26,498
OXNARD	\$398,746	\$19,937	\$378,809
PORT HUENEME	\$48,021	\$2,401	\$45,620
SAN BUENAVENTURA	\$158,484	\$7,924	\$150,560
SANTA PAULA	\$46,753	\$2,338	\$44,415
MOORPARK	\$20,761	\$1,038	\$19,723
CAMARILLO	\$47,862	\$2,393	\$45,469
THOUSAND OAKS	\$79,559	\$3,978	\$75,581
SIMI VALLEY	\$87,483	\$4,374	\$83,109
City of Oxnard Administration Fee:			\$50,358
TOTAL:		\$50,358	\$1,007,166

Section 4.

JAG funds may be used for state and 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:

1. Law enforcement programs
2. Prosecution and court programs
3. Prevention and education programs
4. Corrections and community corrections programs
5. Drug treatment and enforcement programs
6. Planning, evaluation, and technology improvement programs
7. Crime victim and witness programs (other than compensation)

Section 5.

All parties to this Agreement shall develop individualized spending plans as to each party's respective grant allocation. JAG funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose.

Section 6.

Awards are made in the first fiscal year of the appropriation and may be expended during the following three (3) years, for a total of four (4) grant period years.

All parties to this Agreement should anticipate that awards under this grant are one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional Department of Justice funding.

Section 7.

Parties to this Agreement are aware that each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If

parties to this Agreement draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Parties to this Agreement understand that recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in applicable reporting required by the Recovery Act.

Section 8.

No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

1. Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters)
2. Luxury items
3. Real estate
4. Construction projects (other than penal or correctional institutions)
5. Any similar matters

Section 9.

All parties to this Agreement shall designate a point of contact for matters pertaining to the JAG grant, and shall notify Oxnard in the event of any changes. A list of contact persons is attached to this agreement as Exhibit A.

Section 10.

All parties to this Agreement shall provide financial reporting documentation, as prescribed in the terms of the JAG grant, to Oxnard in a timely manner.

All parties to this Agreement must certify that they will satisfy the reporting requirements of section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on sub-awards) not later than ten calendar days after the end of each calendar quarter. In order for the lead agency (Oxnard) to meet this demand, subgrantees must submit their quarterly reports to Oxnard within four days after the end of each calendar quarter, beginning in July of 2009.

Section 11.

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

Section 12.

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 any other party.

Section 13.

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

Section 14.

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.

Agreed to on this _____ day of April, 2009.

CITY OF OXNARD

Edmund Sotelo
City Manager



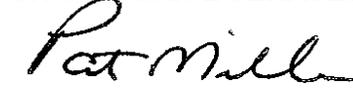
John Crombach
Chief of Police

COUNTY OF VENTURA



Bob Brooks
Ventura County Sheriff

CITY OF SAN BUENAVENTURA



Pat Miller
Chief of Police

CITY OF SIMI VALLEY



Mike Lewis
Chief of Police

CITY OF PORT HUENEME



Fernando Estrella
Chief of Police

CITY OF SANTA PAULA

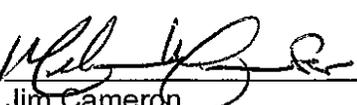


Steve MacKinnon
Chief of Police

APPROVED AS TO FORM



Alan Holmberg
Oxnard City Attorney



Jim Cameron
Oxnard Chief Financial Officer

4.7.09

EXHIBIT "A"
**CONTACT LIST FOR 2009 RECOVERY ACT: JUSTICE ASSISTANCE GRANT PROGRAM
AWARD ("JAG")**

CITY OF OXNARD

Mary Diamond
Oxnard Police Department
Financial Services Manager

251 South 'C' Street
Oxnard, CA 93030

(805) 385-7612
marydiamond@oxnardpd.org

Jason Benites
Assistant Police Chief
Oxnard Police Department

251 South 'C' Street
Oxnard, CA 93030

(805) 385-7626
jasonbenites@oxnardpd.org

Norma Owens
Grants Management

300 West 3rd Street
Oxnard, CA 93030

(805) 385-7477
norma.owens@ci.oxnard.ca.us

COUNTY OF VENTURA

OFFICE OF THE SHERIFF

Ross Bonfiglio
Captain
Ventura County Sheriff's Department

800 South Victoria Avenue
Ventura, CA 93009

(805) 654-2417
Ross.bonfiglio@ventura.org

THOUSAND OAKS

Randy Pentis
Captain
Ventura County Sheriff's Department

2101 E. Olsen Road
Thousand Oaks, CA 91360

(805) 494-8248
Randy.Pentis@Ventura.org

COUNTY – UNINCORPORATED

Mike Aranda
Captain
Ventura County Sheriff's Department

800 South Victoria Avenue
Ventura, CA 93009

(805) 654-2881
Mike.Aranda@ventura.org

CAMARILLO

Monica McGrath
Captain
Ventura County Sheriff's Department

3701 East Las Posas Road
Camarillo, CA 93010

(805) 388-5104
Monica.McGrath@ventura.org

EXHIBIT "A"
**CONTACT LIST FOR 2009 RECOVERY ACT: JUSTICE ASSISTANCE GRANT PROGRAM
AWARD ("JAG")**

FILLMORE

Tim Hagel
Captain
Ventura County Sheriff's Department

524 Sespe Avenue
Fillmore, CA 93015

(805) 524-2233
Tim.Hagel@ventura.org

MOORPARK

Ron Nelson
Captain
Ventura County Sheriff's Department

610 Spring Road
Moorpark, CA 93021

(805) 532-2705
Ronald.Nelson@ventura.org

CITY OF SAN BUENAVENTURA

Ken Corney
Assistant Police Chief
Ventura Police Department

1425 Dowell Drive
Ventura, CA 93003

(805)339-4400 kcorney@ci.ventura.ca.us

CITY OF SIMI VALLEY

Dan Paranic
Assistant City Manager
City of Simi Valley

2929 Tapo Canyon Road
Simi Valley, CA 93063

(805) 583-6707
Dparanic@simivalley.org

Roy Jones
Captain
Simi Valley Police Department

3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6919
Royjones@simivalley.org

Brian Chong
Senior Management Analyst
City of Simi Valley

2929 Tapo Canyon Road
Simi Valley, CA 93063

(805) 583-6706
bchong@simivalley.org

EXHIBIT "A"
**CONTACT LIST FOR 2009 RECOVERY ACT: JUSTICE ASSISTANCE GRANT PROGRAM
AWARD ("JAG")**

CITY OF PORT HUENEME

Eric Starna
Sergeant
Port Hueneme Police Department

250 North Ventura Road
Port Hueneme, CA 93041

(805) 986-6530
(805) 760-1039

EStarna@ci.port-hueneme.ca.us

CITY OF SANTA PAULA

Steve MacKinnon
Chief of Police
Santa Paula Police Department

214 South 10th Street
Santa Paula, CA 93060

(805) 525-4478 ext. 123
mackinnon@ci.santa-paula.ca.us