



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner
Date: June 23, 2009
Subject: Local Justice Assistance Grant

Action Requested

Your Board is requested to approve the 2009 Local Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$67,241 to be proportionately shared with the City of Roseville and County of Placer. Authorization is requested for the County Executive Officer to execute any grant documents and Memorandum of Understanding (MOU) with the City of Roseville. The grant will be submitted for Placer County to provide some funding that is not available for two in-car cameras and related data bank to enhance law enforcement and public safety and to increase investigative resources. The City of Roseville will request funding for civilian law enforcement personnel to perform duties otherwise performed by sworn law enforcement personnel.

Background

Local Law Enforcement Block Grant (LLEBG) and Edward Byrne Memorial Grant (Byrne) funds were combined by the Federal government in 2005 into the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The normal JAG funds for 2009 have just become available. This is separate and distinct from the additional funding provided by the Recovery Act that your Board approved in April, 2009. This particular grant is only available through law enforcement agencies.

These local JAG funds are designated specifically for use between the City of Roseville and Placer County in the amount of \$67,241. This grant will support funding for equipment that we do not have funding currently. The City of Roseville and Placer County have agreed to share the available JAG funding proportionately (\$33,620.50 each) to continue to support local and county-wide law enforcement programs.

Pursuant to the grant guidelines, the grant must be made available for review by the public and presented to the governing body thirty days in advance of the grant submittal deadline. Because of the short deadline for notification to the Board that required this to be done no later than June 9, 2009, an email will be provided to the Board to outline the upcoming Board action requested. The deadline for this grant application is on July 9, 2009. The City of Roseville is considered the lead agency for this grant and must approve funds being paid to the County for the stated purpose. An MOU must be approved by your Board and the City of Roseville. The City is approving the MOU concurrent to this action at their next available date. Final award of the grant will be made within the next couple of months. Your Board's review and approval of

the MOU and grant is requested with the authorization for the County Executive to execute all related documents.

Fiscal Impact

The funds provided by this grant will be included in the final budget in the grants appropriation with specific identified accounting to meet the grant requirements. This grant will provide funding for two in-car cameras and related data bank for Placer County Sheriff's Department. Funds allocated to the City of Roseville will provide partial funding for civilian law enforcement personnel. On-going maintenance of the cameras and data bank is included in the initial purchase price for 3 years. In year four, the maintenance cost will be \$1,860. There will be no increase to the General Fund.

Attachments: Local JAG MOU Agreement with City of Roseville

COPY

**THE STATE OF CALIFORNIA
COUNTY OF PLACER COUNTY**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND COUNTY OF PLACER COUNTY
2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
LOCAL PROGRAM**

This agreement is made and entered into this 23rd day of June, 2009, by and between the COUNTY of Placer, hereinafter referred to as COUNTY, and the CITY of Roseville, hereinafter referred to as CITY, both of Placer County, State of California:

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 both parties, that the undertaking will benefit the public, and that the allocation of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees that of the combined Placer County and City of Roseville joint allocation of \$72,000, \$36,000 of local JAG funds will be disbursed to the County for the purchase of in-car cameras and related data-base storage to enhance law enforcement and public safety and investigative capabilities; and

WHEREAS, The COUNTY agrees that the remaining \$36,000 of local JAG funds will be disbursed to the CITY for civilian law enforcement positions that perform law enforcement duties that would otherwise be performed by law enforcement personnel providing more sworn personnel to patrol, investigate, and prevent crime; and

WHEREAS, the City and County believe it to be in their best interests to allocate the JAG funds to the benefit of these programs.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees that \$72,000 of JAG funds will be disbursed to the COUNTY and CITY proportionately in the amount of \$36,000 each; and

CITY agrees that the COUNTY will take the lead in gathering the data and costs from the CITY and COUNTY to complete the reporting in the timelines as required.

Section 2.

COUNTY agrees to use \$36,000 for the in-car cameras and data storage until expended for a period not to exceed September 30, 2010; and

CITY agrees to use \$36,000 for civilian law enforcement personnel that will perform duties that would otherwise be performed by sworn law enforcement personnel.

Section 3.

Each agency shall assume responsibility and liability for the acts of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agency. Each participating agency shall be liable (if at all) only for torts of its own personnel that occur within the scope of their official duties.

Section 4.

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 5.

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

Section 6.

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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

CITY OF ROSEVILLE

COUNTY OF Placer County

City Manager

County Executive

ATTEST: APPROVED AS TO FORM:

City Attorney

County Counsel