

# City of La Quinta

CITY COUNCIL MEETING: July 7, 2015

## STAFF REPORT

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**AGENDA TITLE:** APPROVE INTERAGENCY AGREEMENT WITH RIVERSIDE COUNTY AND ACCEPT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS

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### RECOMMENDATION

Approve an Interagency Agreement with Riverside County and accept the Edward Byrne Memorial Justice Assistance Grant Program funds for traffic and surveillance-related law enforcement services.

### EXECUTIVE SUMMARY

- In 2005, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program was established to support a broad range of activities to prevent and control crime based on local needs.
- The City has been awarded \$10,003 for the 2015/16 Fiscal Year, which will be used by the La Quinta Police Department to acquire traffic safety and enhanced surveillance equipment for traffic control and special enforcement operations.
- An interagency agreement is required to access the funds (Attachment 1).

### FISCAL IMPACT

None.

### BACKGROUND/ANALYSIS

Historically, the City has utilized JAG funds to purchase equipment that supports crime control initiatives. Although the City was granted \$10,003, that amount has been reduced by 10 percent for administration fees for Riverside County to administer the program. The remaining \$9,003 will be used to procure the following equipment identified by the City's Assistant Police Chief:

- Traffic Safety Device (\$2,950.00) – To update aged speed enforcement equipment that is currently deployed with the Traffic Services Unit. Citywide collision data historically indicates unsafe and excessive speed among the top reason for traffic collisions that occur within the City.
- Mobile Computer (\$1,450.00) – Mobile laptop style computer that will facilitate field productivity of the Special Enforcement Team during surveillance operations, search warrant preparation, and WEB-based mug photographs (WEB-Mug). This program continues the City's stated objectives to provide mobility to police officers. Budgetary constraints have limited the City's ability to acquire updated technologies without assistance from grant monies.

- Night Vision Device (\$4,603.00) – The City has a dense residential zone with limited street and artificial lighting enhancements. Implementation of a night vision device will enable expanded operations in surveillance for the Special Enforcement Team and will assist general patrol in searching for missing persons.

In order for the funds to be programmed for the La Quinta Police Department, an Interagency Agreement by and between the City and County of Riverside must be executed. JAG Program funding is disbursed on a reimbursement basis with all funding requests to be submitted and approved within 24 months of the grant award.

### ALTERNATIVES

As this grant opportunity provides the City with the ability to defray General Fund costs for police services and procure new equipment, staff does not recommend an alternative.

Report prepared by: Ted Shove, Business Analyst

Report approved by: Frank J. Spevacek, City Manager

Attachment: 1. Interagency Agreement

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

CONCERNING DISTRIBUTION OF THE  
2015 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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.

COUNTY OF RIVERSIDE, CA

\_\_\_\_\_  
Marion Ashley  
Board Chair

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Neal Kipnis  
Deputy County Counsel

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BANNING, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CATHEDRAL CITY, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COACHELLA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney



WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CORONA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF DESERT HOT SPRINGS, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HEMET, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF JURUPA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF INDIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF LA QUINTA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PALM SPRINGS, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney



WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PERRIS

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

ATTEST:

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

APPROVED AS TO FORM:

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

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIVERSIDE, CA

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John A. Russo  
City Manager

ATTEST:

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Colleen J. Nicol, MMC  
City Clerk

APPROVED AS TO FORM:

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James E. (Jab) Brown  
City Attorney

| Appendix 1                                     |             |  |                |         |
|--|-------------|--|----------------|---------|
| Eligible Agencies in FY2015 JAG Disparate Area |             |  |                |         |
| Riverside County (Sheriff's Department) FA     | BJA Formula | To Fiscal Agent (Sheriff's Department) | New Allocation | % to FA |
| Riverside County                               | 59,771      | 35,636                                 | 95,407         |         |
| Banning  | 10,742      | 1,074                                  | 9,668          | 10.00%  |
| Cathedral City                                 | 14,265      | 1,427                                  | 12,839         | 10.00%  |
| Coachella                                      | 16,236      | 1,624                                  | 14,612         | 10.00%  |
| Corona   | 14,093      | 1,409                                  | 12,684         | 10.00%  |
| Desert Hot Springs                             | 23,529      | 2,353                                  | 21,176         | 10.00%  |
| Hemet  | 29,910      | 2,991                                  | 26,919         | 10.00%  |
| Indio  | 33,212      | 3,321                                  | 29,891         | 10.00%  |
| Jurupa   | 17,961      | 1,796                                  | 16,165         | 10.00%  |
| La Quinta                                      | 10,003      | 1,000                                  | 9,003          | 10.00%  |
| Moreno Valley                                  | 51,148      | 5,115                                  | 46,033         | 10.00%  |
| Palm Springs                                   | 20,031      | 2,003                                  | 18,028         | 10.00%  |
| Perris   | 15,965      | 1,597                                  | 14,369         | 10.00%  |
| Riverside City                                 | 99,266      | 9,927                                  | 89,339         | 10.00%  |
|  | 416,132     | -                                      | 416,132        |         |
| % To Fiscal Agent                              | 8.56%       |  |                |         |
| \$ To FA                                       | 35,636      |  |                |         |

