

CITY OF YUBA CITY
STAFF REPORT

Date: May 5 , 2020

To: Honorable Mayor & Members of the City Council

From: Police Department

Presentation By: Brian Baker, Police Commander

Summary

Subject: 2019 Edward Byrne Memorial Justice Assistance Grants in the Amount of \$17,403

Recommendations: Conduct a public hearing, then

- A. Adopt a Resolution authorizing the Chief of Police to accept the 2019 Edward Byrne Memorial Justice Assistance Grant funding and approve expenditure recommendations (Attachment 1)
- B. Authorize the Mayor to execute the associated memorandums of understanding with Sutter County on behalf of the City, following approval by the City Attorney (Attachment 2)
- C. Authorize the Mayor to execute the 2019 Certifications and Assurances document. (Attachment 3)
- D. Authorize the Chief Financial Officer to make budget adjustments as necessary

Fiscal Impact: The 2019 award of \$17,403 will go to account 100-43123 (Federal Law Enforcement Grant) – (No City match required). 2019 funds will be drawn down through account 2194-62701 for technology improvements.

Purpose:

To secure additional funding to be used toward the prevention and reduction of crime and violence.

Background:

The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, offers funding to local, state, and tribal efforts to prevent or reduce crime and violence under the Edward Byrne Memorial Justice Assistance Grant Program.

We have been notified by the U.S. Department of Justice that the Yuba City Police Department and Sutter County Sheriff's Department are eligible for receipt of the 2019 funding through this grant. We are required to make a joint application and operate under the terms of a memorandum of understanding with Sutter County. A draft copy of the MOU is attached. The City of Yuba City will serve as the fiscal agent. As such, the City of Yuba City will receive the grant funds for both entities and provide Sutter County its share in the amounts of \$6,403 (2019 award). No cash match is required in order to receive these funds.

Analysis:

We intend to use both grant awards towards our portion of the radio vault rental costs and equipment maintenance costs for the Sutter Buttes Gateway System public safety interoperable radio communications equipment. The Sutter County Sheriff's Department will pay the other half of these costs.

The Sutter Buttes Gateway System provides interoperable radio communications capability to public safety entities, (including federal, state, local, and private), within the surrounding four county area. The system was designed and constructed with the use of federal public safety interoperability grant funds and utilizes state and federally licensed public safety mutual aid radio frequencies.

Fiscal Impact:

For the 2019 award, the City will receive \$10,500 from the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant through a required funding pass through agreement with Sutter County. The City will serve as the fiscal agent for the grant as described in the attached draft copy of the memorandum of understanding. For the 2019 award, the City will receive \$10,500 and Sutter County will receive \$6903. No City match is required.

Alternatives:

Provide staff with alternative spending paths which will not supplant routine expenditures in the general fund.

Recommendations: Conduct a public hearing, then

- A. Adopt Resolutions authorizing the Chief of Police to accept the 2019 Edward Byrne Memorial Justice Assistance Grant funding and approve expenditure recommendations (Attachment 1).
- B. Authorize the Mayor to execute the associated memorandums of understanding with Sutter County on behalf of the City, following approval by the City Attorney (Attachment 2).
- C. Authorize the Mayor to execute the 2019 Certifications and Assurances document. (Attachment 3)
- D. Authorize the Chief Financial Officer to make budget adjustments as necessary

Note: Public Hearing notification requirements have been met.

Prepared By:

/s/ Brian Baker

Brian Baker
Police Commander

Submitted By:

/s/ Diana Langley

Diana Langley
Interim City Manager

Reviewed By:

Department Head

Finance

City Attorney

RL

SM

SLC by email

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING RECEIPT, ALLOCATION AND EXPENDITURE, OF THE 2019 EDWARD
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY RESOLVES AS FOLLOWS;

That the City, through the Chief Financial Officer and the Chief of Police, accept, account for, track, allocate and expend funds as directed by the 2019 Edward Byrne Memorial Justice Assistance Grant. It is acknowledged the Edward Byrne Memorial Justice Assistance Grant funding would be in the amount of \$17,403. It is recognized there is no cash match requirement. It is acknowledged that the City will operate under the terms of a memorandum of understanding with Sutter County with respect to grant administration and funding pass through as the City will serve as the fiscal agent and that the Mayor is authorized to execute the final Memorandum of Understanding with Sutter County.

That said, expenditures be in accordance with grant guidelines, specifically in the area of frontline law enforcement uses and related technology improvements as might be deemed appropriate by the Chief of Police consistent with the practice and Council policy of this and previous years.

That purchases be in accordance with State of California and City of Yuba City purchasing guidelines.

That the Chief Financial Officer be given authority to adjust the budget as required for grant purposes.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of May 2020.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Judy Sanchez, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

GMS AWARD # 2019-DJ-BX-0419

**THE STATE OF CALIFORNIA
COUNTY OF SUTTER, CITY OF YUBA CITY**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF YUBA CITY, CALIFORNIA AND
THE COUNTY OF SUTTER, CALIFORNIA**

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2020, by and between the COUNTY of SUTTER, acting by and through its Board of Supervisors hereinafter referred to as COUNTY, and the CITY of Yuba City, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Sutter County, State of California.

WHEREAS the undersigned entities will receive federal grant funds for law enforcement purposes from the Edward Byrne Memorial Justice Assistance Program ("JAG");

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental function 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 division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS the City and County have received a disparate allocation and believe it to be in their mutual best interest to reallocate between them the JAG funds;

WHEREAS, the CITY agrees to provide the COUNTY **\$6903** from the JAG award to accomplish such reallocation: and

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of **\$6903** of JAG funds.

Section 2.

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 3.

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 4.

The parties to this Agreement 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.

CITY OF YUBA CITY

COUNTY OF SUTTER

By _____ Dated: _____
Shon Harris, Mayor
City of Yuba City

By _____ Dated: _____
Ron Sullenger, Chairman
County of Sutter, Board of Supervisors

ATTEST:

Patricia Buckland, City Clerk

By _____
City Clerk City of Yuba City

APPROVED AS TO FORM
CITY ATTORNEY

By _____

ATTACHMENT 3

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government