

STAFF REPORT*CITY OF OCEANSIDE*

DATE: April 22, 2015
TO: Honorable Mayor and City Councilmembers
FROM: Police Department
SUBJECT: **ACCEPTANCE OF \$133,638 IN FUNDS FOR THIRD DISBURSEMENT OF THE AB109 ENFORCEMENT**

SYNOPSIS

Staff and Police and Fire Commission recommend that the City Council approve acceptance of the third disbursement of \$133,638 in funds from the Board of State and Community Corrections (BSCC) allocated to the City for AB109 enforcement; approve to appropriate these funds to the Police Department; and authorize the City Manager, or designee, to execute all award documents.

BACKGROUND

On January 17, 2012, BSCC provided \$24 million in state funds to front line law enforcement as part of California Assembly Bill 109. On June 5, 2013, City Council accepted \$91,490 as the first disbursement of funds; and on May 28, 2014, City Council accepted \$104,627 as the second disbursement of funds. Oceanside Police Department (OPD) will now receive funds from the third disbursement for AB 109 enforcement in the amount of \$133,638.

Under AB109, the burden of monitoring a significant number of convicted felons shifted from state to local law enforcement jurisdictions. Subjects who fall under the provisions of AB109 receive reduced sentences, serve no time in custody or are released from prison early in order to address overcrowding. As of March 2015, the City of Oceanside is monitoring approximately 170 subjects, an increase from 120 in May 2014.

ANALYSIS

Each County Chiefs Association has identified one city to act as the fiscal agent. The City of San Diego has received funding for the County, and will distribute the allocated funds to each city. OPD will receive \$133,638 from the third disbursement for AB109 enforcement. OPD will use the funds for overtime details when there is a strong indication that the suspect(s) are AB109 offenders.

The Financial Services Department created business unit account 817131800217 to track revenue and expenditures of these funds. This is an interest-bearing account and the investment income will be expended as it is accrued in a manner consistent with the program guidelines. The California Police Chiefs Association does not provide an expiration date on the use of these funds, nor local administrative regulations or requirements for allocation of funds.

FISCAL IMPACT

The City of San Diego will disburse \$133,638 to the City of Oceanside. If there is a negative cash balance at fiscal year-end due to a pending reimbursement from the grantor, the business unit will receive a temporary advance from the OPD general fund that is not to exceed 60 days. There is no matching fund requirement.

The funds will be deposited into the revenue account 817131800217.4376, and appropriated to the business unit for the City's fiscal year 2015-16 as detailed in the following table.

Expenditures	Appropriation	Business Unit
Overtime	\$131,700	817131800217.5120
Fringe Benefits	\$1,938	817131800217.5207
Total Expenditures	\$133,638	
Revenues	Appropriation	Business Unit
Total Revenue Budget	\$133,638	817131800217.4376

INSURANCE REQUIREMENTS

Does not apply.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission reviewed this matter at its regular quarterly meeting on April 16, 2015, and recommended City Council approval of staff recommendations.

CITY ATTORNEY'S ANALYSIS

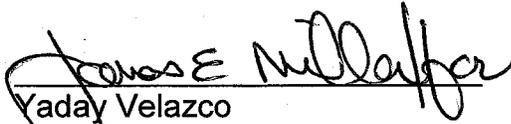
City Attorney analysis does not apply.

RECOMMENDATION

Staff and Police and Fire Commission recommend that the City Council approve acceptance of the third disbursement of \$133,638 in funds from the Board of State and Community Corrections (BSCC) allocated to the City for AB109 enforcement; approve to appropriate these funds to the Police Department; and authorize the City Manager, or designee, to execute all award documents.

PREPARED BY:

SUBMITTED BY:


Yaday Velazco
Program Specialist


Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Frank S. McCoy, Chief of Police
Jane McPherson, Interim Financial Services Director



ATTACHMENTS:

Attachment A – Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, AND
PARTICIPATING CITIES IN THE COUNTY OF SAN DIEGO, FOR
DISBURSING CALIFORNIA BOARD OF STATE AND COMMUNITY
CORRECTIONS (BSCC) POLICE GRANT FUNDS AMONG THE PARTIES**

THIS AGREEMENT is made and entered into this 15th day of October 2014, by and between the City of San Diego, California, herein referred to as FISCAL AGENT, and the County of San Diego, and the cities of Carlsbad, Chula Vista, Coronado, El Cajon, Escondido, La Mesa, National City, and Oceanside, (referred to collectively as the PARTIES), acting by and through their respective law enforcement agencies and authorized representative(s) from those agencies.

WHEREAS, the State of California, has recognized the need for state support for local law enforcement due to the steady erosion of funding for local police agencies over the last several years; and

WHEREAS, the California Board of State and Community Corrections (BSCC), in consultation with the California Department of Finance, is authorized to disburse grant funds included in the Fiscal Year 2014-2015 Governor's Budget to specifically enable front-line law enforcement intervention services; and

WHEREAS, the funding awards were determined on an approved formula-based allocation proposed by the California Police Chiefs' Association based on local need; and

WHEREAS, it is agreed that disbursement of these funds shall be the collective decision of the local enforcement agencies within the county; and

WHEREAS, each authorized agent 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 funds fairly allocates amounts to the PARTIES in accordance with the intended purpose of the grant; and

WHEREAS, the PARTIES agree it is in their best interest to systematically allocate BSCC Police Grant funds, and agree to an allocation based on jurisdictional general citizen population estimates and estimates of AB-109 offenders in each respective community; and

WHEREAS, the PARTIES agree that any additional fund allocation from BSCC or other state entity with similar purpose, for the next five years, will be similarly distributed by FISCAL AGENT.

NOW THEREFORE, FISCAL AGENT agrees to distribute from BSCC Police Grant funds received, as follows:

Section 1. The PARTIES agree that fund allocations will be calculated from a formula that considers both the percentage of general population as determined by the California Department of Finance published as of January 1, 2012, and estimates of AB-109 offenders in each respective community. (Attachment 1.)

Section 2. The PARTIES agree that the County will forego \$50,000 of its allocation and will designate that amount to the City of San Diego.

Section 3. The PARTIES agree that the City of San Diego shall serve as FISCAL AGENT only for the receipt and then disbursement of funds in accordance with this AGREEMENT, and that no other legal relationship or agency is intended.

Section 4. The PARTIES agree to use the BSCC Police Grant funds in accordance with the collective agreement (majority) of the San Diego Police Chiefs' and Sheriff's Association to enable front-line law enforcement intervention services.

Section 5. Nothing in the performance of this AGREEMENT shall impose any liability for claims against the FISCAL AGENT or any PARTY relating to the disbursement and spending of funds.

Section 6. Each PARTY to this AGREEMENT is responsible for its own actions in the acceptance and disbursement of funds and for providing services under this AGREEMENT, and no PARTY shall be liable to any other PARTY for any liability that may arise from acts under this AGREEMENT.

Section 7. Each PARTY to this AGREEMENT is responsible for maintaining official records or documents accounting for the receipt and use of this funding, and shall make those records available to any state official requesting to review such documents.

Section 8. The PARTIES to this AGREEMENT do not intend for any third party to obtain a right by virtue of this AGREEMENT.

Section 9. By entering into this AGREEMENT, the PARTIES do not intend to create any obligations, expressed or implied, other than those set forth herein.

Section 10. The term of this AGREEMENT is intended to be for the one time disbursement of allocated funds; however all PARTIES agree that if additional funding of same or similar from BSCC or other similar state entity, with similar disbursement guidelines, for a period not to exceed five years from the date of this AGREEMENT, will be handled in accordance with this AGREEMENT.

Section 11. Any disputes under this AGREEMENT in reference to disbursement shall be adjudicated through the collective (majority) decision of the San Diego Police Chiefs' and Sheriff's Association.

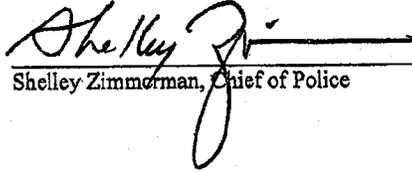
Section 12. Each PARTY affirms that the signatory to this AGREEMENT is an authorized agent of the respective jurisdiction and their signature and authority is binding on the jurisdiction.

Section 13. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

CITY OF SAN DIEGO, CALIFORNIA

SIGNATURE DATE

10-15-2014



Shelley Zimmerman, Chief of Police

CITY ATTORNEY FOR FISCAL AGENT
APPROVED AS TO FORM AND CORRECTNESS

SIGNATURE DATE

10-15-2014



Linda L. Peter, Deputy City Attorney

[Signatures of PARTIES on next page]

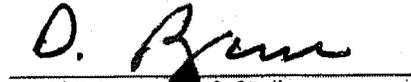
CITY OF CARLSBAD, CALIFORNIA

SIGNATURE _____ DATE 10-15-14


Gary Morrison, Chief of Police

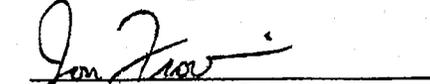
CITY OF CHULA VISTA, CALIFORNIA

SIGNATURE _____ DATE 10-1-14


David Bejarano, Chief of Police

CITY OF CORONADO, CALIFORNIA

SIGNATURE _____ DATE 10-1-14


Jon Froomin, Chief of Police

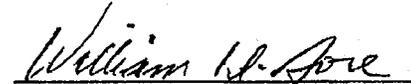
CITY OF EL CAJON, CALIFORNIA

SIGNATURE _____ DATE 10-1-14


Jim Redman, Chief of Police

COUNTY SHERIFF OF SAN DIEGO, CALIFORNIA
REPRESENTING LAW ENFORCEMENT FOR
COUNTY OF SAN DIEGO, CALIFORNIA
CITY OF DEL MAR, CALIFORNIA
CITY OF ENCINITAS, CALIFORNIA
CITY OF IMPERIAL BEACH, CALIFORNIA
CITY OF LEMON GROVE, CALIFORNIA
CITY OF POWAY, CALIFORNIA
CITY OF SAN MARCOS, CALIFORNIA
CITY OF SANTEE, CALIFORNIA
CITY OF SOLANA BEACH, CALIFORNIA
CITY OF VISTA, CALIFORNIA

SIGNATURE _____ DATE 10/1/14


Bill Gore, Sheriff

CITY OF ESCONDIDO, CALIFORNIA

SIGNATURE _____ DATE 10-1-14


Craig Carter, Chief of Police

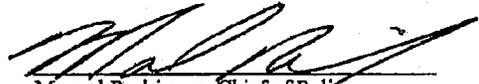
CITY OF LA MESA, CALIFORNIA

SIGNATURE _____ DATE 10/1/14


Ed Aceves, Chief of Police

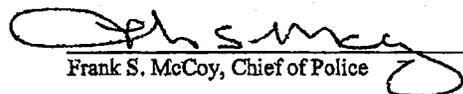
CITY OF NATIONAL CITY, CALIFORNIA

SIGNATURE _____ DATE 10-01-14


Manuel Rodriguez, Chief of Police

CITY OF OCEANSIDE, CALIFORNIA

SIGNATURE _____ DATE 10/1/14


Frank S. McCoy, Chief of Police

Attachment 1

Board of State and Community Corrections Fiscal Year 2014/2015 Police Grant Funds Disbursement 3 – Summary

Jurisdiction	Law Enforcement Agency	Probationers Allocation	Population Allocation	Final Allocation
City of Carlsbad	Carlsbad PD	\$16,510	\$97,633	\$57,072
City of Chula Vista	Chula Vista PD	\$119,382	\$226,993	\$173,188
City of Coronado	Coronado PD	\$1,270	\$20,754	\$11,012
City of San Diego	San Diego PD	\$985,537	\$1,192,747	\$1,139,142
County of San Diego	San Diego Sheriff	\$1,104,920	\$816,244	\$910,582
City of El Cajon	El Cajon PD	\$193,043	\$89,734	\$141,389
City of Escondido	Escondido PD	\$158,753	\$130,363	\$144,558
City of La Mesa	La Mesa PD	\$38,101	\$52,082	\$45,091
City of National City	National City PD	\$97,792	\$52,624	\$75,208
City of Oceanside	Oceanside PD	\$115,572	\$151,704	\$133,638
Total		\$2,830,880	\$2,830,880	\$2,830,880

Notes:

Population allocations for Cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach, and Vista are included in the County of San Diego allocation

Final allocation based on 1/2 the allocation derived from percentages of population and probationers.

County of San Diego (Sheriff) allocation includes Balance of County, Out of County, and No Known City Figures. \$50,000 of County of San Diego (Sheriff) allocation has been designated for City of San Diego.

Friday, September 5, 2014
Prepared by: SDPD Administrative Services