



CITY AND COUNTY OF SAN DIEGO



MEMORANDUM OF AGREEMENT

**BETWEEN THE CITY OF SAN DIEGO, CALIFORNIA,
AND THE COUNTY OF SAN DIEGO, CALIFORNIA**

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

KNOW ALL BY THESE PRESENT that this Agreement is made and entered into this month of June 2010, by and between The COUNTY of San Diego, CA, and the CITY of San Diego, CA, ("Parties") both of San Diego County, State of California; Witnesseth:

WHEREAS, this Agreement is made under the authority of various sections of the California Government Code, including but not limited to sections 26386 and 26387, City and County policies and ordinances, including but not limited to County Administrative Code section 123, administrative regulations, and the direct and delegated authority of the City Council and County Board of Supervisors; and

WHEREAS, each Party, 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 finds that the performance of this Agreement is in the best interests of both Parties, that this enterprise will benefit the public, and that the division of costs fairly compensates each performing party for the services or functions under this Agreement, and

WHEREAS, CITY and COUNTY believe it is in their best interests to reallocate the JAG funds:

NOW THEREFORE, COUNTY and CITY agree as follows:

Section 1 – Division and Use of Funds

CITY agrees to pay COUNTY a total of \$167,668 in JAG funds, upon invoice by COUNTY, as soon as JAG funds are made available to CITY by the U.S. Department of Justice.

COUNTY agrees to use \$167,668 in JAG funds for Drug Court, Probation and related programs that enhance public safety and collaborative activities with CITY.

CITY agrees to use \$681,490 in JAG funds for automation, vehicle, safety, forensic, training, overtime, and miscellaneous equipment, maintenance and resources as needs are identified, for purposes that enhance public safety and collaborative activities with COUNTY.

Section 3 – Limits of liability

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

Section 4 – Independent Parties

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 – Mandatory City Provisions

If applicable, COUNTY agrees to comply with the following mandatory City provisions:

A. Drug-Free Workplace: COUNTY agrees to comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

B. ADA Certification: COUNTY hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

C. Non-Discrimination Requirements:

- (1) This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).
- (2) COUNTY shall not discriminate against any employee or applicant for employment on any basis prohibited by law.
- (3) COUNTY shall provide equal opportunity in all employment practices.
- (4) Non-Discrimination Ordinance. COUNTY shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of vendors or suppliers. COUNTY understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between COUNTY and any vendors and suppliers.
- (5) Compliance Investigations. Upon the City's request, COUNTY agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all vendors and suppliers that COUNTY has used in the past five years on any of its contracts that were undertaken within San Diego COUNTY, including the total dollar amount paid by COUNTY for each subcontract or supply contract. COUNTY further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] COUNTY understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against COUNTY up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. COUNTY further understands and agrees that

the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

D. Conflict of Interest: COUNTY is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

- (1) The City may determine that a conflict of interest code requires COUNTY to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, COUNTY shall submit the necessary documents to the City.
- (2) COUNTY shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.
- (3) COUNTY shall not recommend or specify any product, supplier, or contractor with whom the COUNTY has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- (4) If COUNTY violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects COUNTY to liability to the City for attorney fees and all damages sustained as a result of the violation.

Section 6 - Limits of Obligations

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. Entered into the month of June, 2010.

CITY OF San Diego, California

COUNTY OF San Diego, California

Hildred Pepper
Purchasing and Contracts
Director

Raymond A. Fernandez
Deputy Chief Administrative

CITY OF San Diego, California

William H. Lansdowne
Chief of Police

Approved as to form and legality:

Paige E. Folkman
Deputy City Attorney
City of San Diego

Facsimiles, photocopies, and other true duplications of this signed document shall be as valid as the original document.



**BYRNE JUSTICE ASSISTANCE GRANT (JAG) 2010
CITY AND COUNTY OF SAN DIEGO, CALIFORNIA**



PROGRAM AND BUDGET NARRATIVE

PREPARED FOR JUNE 2010 SUBMISSION

The City and County of San Diego are eligible for a joint award of \$849,158. Under the terms of this grant, the City and County allocation has been pre-determined by the Department of Justice.

Funds will be divided between the jurisdictions by DOJ allocation as follows:

- The City of San Diego will receive \$681,490
- The County of San Diego will receive \$167,668

MEMORANDUM OF UNDERSTANDING: An MOU was prepared cooperatively for signature by the executive officers of both applicant agencies. The MOU is currently being routed for signatures. Due to the size of the agencies and the numerous levels of review and approval required, the MOU is anticipated to be completed no sooner than July 31, 2010. A copy will be faxed to the BJA Grant Advisor as soon as it is available.

THE CITY OF SAN DIEGO will utilize the funds for a variety of resources as needs are identified, such as interoperable communication systems including digital radios; process automation such as on-line crime reporting; crime lab equipment; overtime and other critical needs. No funds will be used for administrative costs.

Currently the City of San Diego will allocate its funds toward the purchase of upgrading the departments patrol officer laptop computers (\$681,490). The Police department is in the process of implementing real time video to patrol officer in the field during emergencies and city events. The laptop will allow for viewing of the real time video, enhancing officer response and public safety during emergencies. These uses meet the JAG program area of **Law Enforcement**.

THE COUNTY OF SAN DIEGO - JAG funds (\$167,668) allocated to the San Diego County Probation Department will be utilized to pay for an officer in the Gang Suppression Unit in the East County. The funding of an officer meets the JAG purpose areas of **Law Enforcement Programs**, as well as **Community Corrections Programs**.

- The salary and benefits of one Deputy Probation Officer assigned to the Gang Suppression Unit in the East County. (\$111,174)
- Training and conferences in gang related issues (\$1,546)
- Overtime costs for officer (\$4,000)
- Services and supplies for the officer (\$3,165)

Additionally, funding for the County Health and Human Services Agency to pay for contractual testing and treatment programs within its Adult Drug Court. (\$47,783) The funding of drug



**BYRNE JUSTICE ASSISTANCE GRANT (JAG) 2010
CITY AND COUNTY OF SAN DIEGO, CALIFORNIA**



PROGRAM AND BUDGET NARRATIVE

BUDGET PREPARED FOR JUNE 2010 SUBMISSION

CITY OF SAN DIEGO: Total allocation to City of \$681,490 will be used for equipment which will allow real time video observation of ongoing emergency incidents.

▪ Ruggedized Laptops	<u>\$681,490</u>
Total	\$681,490

COUNTY: Total Allocation to the County of \$167,668 will be used for support for the Drug Court and the Gang Suppression Unit.

▪ The salary and benefits of one Deputy Probation Officer assigned to the Gang Suppression Unit in the East County. (\$111,174)	
▪ Training and conferences in gang related issues (\$1,546)	
▪ Overtime costs for officer (\$4,000)	
▪ Services and supplies for the officer (\$3,165)	
▪ Health and Human Services Agency to pay for contractual testing and treatment programs within its Adult Drug Court. (\$47,783)	
▪ Probation Officer, services and supplies, overtime and training	\$119,885
▪ Service & Supplies (HHSA - Drug Court)	<u>\$ 47,783</u>
Total	\$167,668

TOTAL GRANT: \$849,158



**BYRNE JUSTICE ASSISTANCE GRANT (JAG) 2010
CITY AND COUNTY OF SAN DIEGO, CALIFORNIA**



REVIEW NARRATIVE:

PREPARED FOR JUNE 2010 SUBMISSION

The public was notified of the joint spending plan via publication in a major newspaper, the San Diego Union, on June 10, 2010. Citizens and neighborhood or community organizations had opportunity to comment to the extent applicable law or established procedure makes such an opportunity available.

The City Council of the City of San Diego was notified of the JAG 2010 application on June 22, 2010.

**JUSTICE ASSISTANCE GRANT (JAG) 2010
SAN DIEGO, CALIFORNIA, APPLICANT AND FISCAL AGENT
DISPARATE IMPACT JURISDICTIONAL APPLICATION
June 2010**

PROGRAM ABSTRACT (ATTACHMENT 4)

The San Diego Police Department is in the process of deploying video cameras for use during special events, disasters and other emergencies. These real time video feeds can now be viewed only in operational command centers. The Department is proposing to extend this capability to the patrol vehicles for greatly improved incident management. Live video feeds will permit patrol officers to visualize the scene and to respond more quickly and more appropriately to incidents. The Department is an active participant in the regional (San Diego County) Emergency Communications Network and the laptop feeds will have a critical role in improving communication and response across regional lines during emergencies. Funding laptop computers will provide San Diego police officers access to an effective, urban crime fighting tool.

Therefore, the Department is requesting a total of \$678, 463 for ruggedized laptop computers:



THE CITY OF SAN DIEGO
M E M O R A N D U M

DATE: June 8, 2010
TO: Honorable Mayor and City Council Members
FROM: William M. Lansdowne, Chief of Police
SUBJECT: Justice Assistance Grant 2010

The U.S. Department of Justice has released a solicitation for JAG 2010. The total allocation is \$849,158. Resolution 303323 effective Jan 29, 2008 has approved the acceptance of the Justice Assistance Grant (JAG) funds.

The City and County meet the "Disparate Impact" criteria, which require that we submit a joint application for the total allocation. At this time, the jurisdictions are in agreement that the City of San Diego shall serve as applicant/fiscal agent, and the original suggested distribution provided by USDOJ, as shown below, shall stand.

USDOJ requires notification of the City's governing body. This memo shall serve as that notification.

The primary purpose of the JAG 2010 grant is to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

The San Diego Police Department will use the funds to purchase a higher level of technology to further maximize the capabilities of the Department to ensure the safety of all San Diegans.

Federal Formulation

City of San Diego \$681,490
County of San Diego \$167,668

William M. Lansdowne
Chief of Police

cc: Jay Goldstone
Mary Lewis
Ken Whitfield