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OFFICE OF THE CITY CLERK
OAKLAND

2013 APR 11 AM 8:54

AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: HOWARD A. JORDAN
Chief of Police

SUBJECT: Edward J. Byrne Memorial Justice
Local Assistance Grant (JAG)

DATE: March 25, 2013

City Administrator
Approval

Date

4/16/13

COUNCIL DISTRICT: City-Wide

RECOMMENDATION

Staff recommends that the City Council adopt the resolution, authorizing the City Administrator to enter into a Gant Program Administration Agreement, and accept and appropriate grant funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), Edward Byrne Memorial Justice Assistance Grant (JAG) Local Program to the Oakland Police Department (OPD) in an amount not to exceed \$536,036 for the period of July 1, 2012 – June 30, 2013 to supplement frontline policing services and appropriate said funds to OPD. The JAG Local grant is not currently included in the 2012-2013 budget. Therefore, OPD is requesting to accept and appropriate these funds.

OUTCOME

Approval of this resolution will authorize OPD to accept and appropriate funds from the BJA to OPD in an amount not to exceed \$ 536,036.00. The JAG grant local allocation will be used to support overtime for officers at OPD and for a cooperative information sharing program with the Alameda Sheriff s Office (ACSO), upgrade software and computers, and support a grants coordinator to manage the grant. The interest earned on the FY 2012 JAG federal grant funds will be appropriated to the JAG local program and expended in accordance with the approved spending plan.

BACKGROUND/LEGISLATIVE HISTORY

For the 17th year, the City of Oakland has been awarded allocation grant funding from the U.S. Department of Justice, Bureau of Justice Assistance (BJA), JAG local program. The JAG local program affords applicant agencies the flexibility to prioritize and place justice funds where they

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are needed the most. The proposed spending plan has been submitted and approved by Alameda County, the JAG grant's prime recipient for the region.

As part of the Consolidated Appropriations Act of 2005, the 108th Congress merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program to establish JAG program. The BJA administers the JAG program, and the Bureau of Justice Statistics (BJS) calculates the JAG formula-based award amounts using specifications outlined in the legislation.

In order to determine local awards, BJS determines which jurisdictions should be included in the calculation of the 3-year violent crime averages on which local awards are based. These crime averages are computed using data published by the Federal Bureau Investigation's (FBI's) Uniform Crime Reporting (UCR) Program. In order to be eligible, a jurisdiction must have provided to the UCR a count of the number of violent crimes known to law enforcement each year for a minimum of 3 years in the last 10.

The BJA has developed joint application groups, consolidating certain cities and counties for the JAG program. Alameda County is part of a joint application group with the cities of Alameda, Berkeley, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, San Leandro, and Union City.

ANALYSIS

Enhanced Law Enforcement Operations

A portion of the funding of the JAG local allocation will be used to build and maximize Oakland's long term law enforcement efforts. Resources will be utilized to strengthen and expand existing enforcement operations, targeting violent crime throughout the jurisdiction with emphasis placed on anti-gang violence, narcotics trafficking, gun violence abatement, as well as other similar crimes. Special operations completed on overtime will enable law enforcement to focus more fully on crime hot spots, preventing retaliatory crimes as well as increase identification and apprehension of high-risk offenders. In addition, in order to make efficient and effective use of law enforcement resources and information sharing, the Department relies heavily on technology. The grant will fund a Memorandum of Understanding (MOU) with the Sheriff's Office to share data in order to prevent retaliatory violent crime and to pursue investigative leads (*Attached*). This is separate from the MOU for additional police services in Oakland's streets.

ACSO was designated once again as the FY 2012 JAG lead agency. As instructed by BJA, ACSO formed a consortium, jointly signed an MOU, and submitted a joint application. As the lead agency, ACSO is entitled to 5% of the award money for administering the JAG funds. Each

member of the consortium shall be allowed to draw down its allocated funds less the 5% administrative fee. Since Oakland exceeds the state threshold of 130.37 violent crimes, it is eligible for 4.1% of the \$13.2 million set aside for local governments in California, or about \$536,000 (6,988.33 X \$76.70). The City of Oakland, California has a 3-year average of 6,988.33 violent crimes, or 4.1% of all violent crimes reported by jurisdictions in California.

PUBLIC OUTREACH/INTEREST

Resources will be utilized to strengthen and expand existing enforcement operations and for targeting violent crime throughout the jurisdiction.

COORDINATION

This report was prepared by the OPD Grants Coordinator in coordination with the Budget Office, the Fiscal Services Division Manager, and the Deputy Director of Bureau of Services, who shall serve as the Project Manager for this grant. This report has been reviewed by the Office of the City Attorney for associated legal issues.

COST SUMMARY/IMPLICATIONS

The approval of this resolution will authorize OPD to accept and appropriate grant funds in an amount not to exceed \$536,036.

1. **AMOUNT OF RECOMMENDATION/COST OF PROJECT:**

Project Delivery	\$ 431,740.00
MOU County Sheriff s Dept.	77,494.00
County Administration fee	\$ 26,802.00
Total Project Cost	\$ 536,036.00

2. **COST ELEMENTS OF AGREEMENT/CONTRACT:**

Salaries (OT) OPD (\$94.41 x 2986.3 hrs.)	\$ 281,938.00
Salaries (OT) County Sheriff s Department (2 officers x \$34,747 per yr.)	\$ 77,494.00
Upgrade software and computer equipment	\$ 123,000.00
Administrative Overhead (Grant Coordinator Salary)	\$ 26,802.00
County Administration fee (5% CAP)	\$ 26,802.00

TOTAL AGREEMENT AMOUNT **\$ 536,036.00**

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3. SOURCE OF FUNDING:

The federal JAG program is divided into two allocations, a *state allocation* and a *local allocation*. The state may distribute its allocation as they see fit, but must distribute the local allocation to eligible units of local government in predetermined amounts. Our county qualifies for a local allocation of \$850,607 in JAG Local funds, which may only be used by agencies to fund any one or more of the following areas: local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. The JAG Local awards include: a four-year funding span, no agency matching funds required, and an initial lump sum distribution which may be deposited into an interest bearing account.

FY2012 Byrne JAG Local Grant Allocation			
AGENCY	Grant Allocation	Less: 5% Admin Fee	Total Received
City of Alameda Alameda Police Department	\$14,881.00	\$744.05	\$14,136.95
City of Berkeley Berkeley Police Department	\$46,023.00	\$2,301.15	\$43,721.85
City of Emeryville Emeryville Police Department	\$10,713.00	\$535.65	\$10,177.35
City of Fremont Fremont Police Department	\$39,707.00	\$1,985.35	\$37,721.65
City of Hayward Hayward Police Department	\$57,810.00	\$2,890.50	\$54,919.50
City of Livermore Livermore Police Department	\$16,977.00	\$848.85	\$16,128.15
City of Newark Newark Police Department	\$14,395.00	\$719.75	\$13,675.25
City of Oakland Oakland Police Department	\$536,036.00	\$26,801.80	\$509,234.20
City of San Leandro San Leandro Police Department	\$32,446.00	\$1,622.30	\$30,823.70
City of Union City Union City Police Department	\$28,892.00	\$1,444.60	\$27,447.40
Sub Total	\$797,880.00	\$39,894.00	\$757,986.00
County Of Alameda Alameda County Sheriff's Office	\$52,747.00		
Total Grant	\$850,627.00		

Funding will be appropriated in the Federal Grant Fund 2112, Fiscal Services Division Org. 106510, Agency-wide Administration Program PSOL, in a Project Account to be determined. There is no matching fund requirement and no ongoing costs associated with the spending plan below identified at this time.

4. FISCAL IMPACT:

Approval of this resolution will authorize the Oakland Police Department to accept and appropriate funds from the BJA to OPD in an amount not to exceed \$ 536,036.00. The JAG grant local allocation will be used to support overtime for officers at OPD and for a cooperative information sharing program with the Alameda Sheriff's Department, upgrade software and computers, and support a grants coordinator to manage the grant. The interest earned on the FY 2012 JAG federal grant funds will be appropriated to the JAG local program and expended in accordance with the approved spending plan referenced above.

PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

Between July 2011 and June 2012, the JAG Program provided:

- Funding overtime for critical ATF operations
- Purchasing computers
- Facilitating essential training for Oakland Commanders and Officers
- Support of the Sheriff Department staff that provides information to OPD from the Consolidated Records Management System (CRIMS) that has resulted in numerous arrests and seizures of assault rifles, handguns, and drugs

SUSTAINABLE OPPORTUNITIES


Economic: Whenever possible, supplies and equipment used for this project will be purchased locally.

Environmental: There are no environmental issues associated with this report.

Social Equity: Grant funds and other resources contributed by partnering agencies are directed toward achieving increased service levels and long-term benefits for the targeted areas.

For questions regarding this report, please contact Gilbert Garcia, Deputy Director of Bureau of Services, at (510) 238-6443.

Respectfully submitted,



Howard A. Jordan
Chief of Police
Oakland Police Department

Prepared by:
Dyana Curreri-Ermatinger, Grants Coordinator
OPD, Fiscal Services

Attachments: FY 2012 MOU Alameda County Sheriff's Department

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COUNTY OF ALAMEDA
ALAMEDA COUNTY SHERIFF'S OFFICE
REIMBURSABLE SERVICES AGREEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND POLICE DEPARTMENT
AND ALAMEDA COUNTY SHERIFF'S OFFICE REGARDING LAW ENFORCEMENT
SERVICES IN THE CITY OF OAKLAND.

THIS AGREEMENT, Reimbursable Law Enforcement Services Agreement, made and entered into this 23 day of January, 2013 by and between the County of Alameda, acting by and through the Alameda County Sheriff's Office, (hereinafter called ACSO) and the City of Oakland, by and through Oakland Police Department, (hereinafter referred to as "City and OPD)."

WITNESSETH: By and in consideration of the covenants and conditions herein contained, OPD and ACSO do hereby agree to the following terms and conditions, consistent with California Penai Code Section 830.1(a)(2) governing authority of peace officers within a city jurisdiction:

1. For a period of ninety (90) days from the commencement date of this services agreement ACSO agrees to provide uniformed personnel with patrol vehicles and all necessary safety equipment, in order to assist the OPD with traffic enforcement, excluding traffic accident investigations, and other law enforcement services as necessary within the city of Oakland. The law enforcement services to be provided are specified further below. ACSO retains full control over ACSO employee(s) for all purposes, unless specified otherwise in this agreement.

The amount of this contract shall not exceed \$268,000.

2. ACSO agrees to have available and to deploy five, double unit patrol vehicles (10 deputy sheriffs) and one sergeant in a supervisor vehicle two days per week on varying days as requested in advance by the OPD. OPD will provide each ACSO double unit patrol with one OPD hand-held radio for emergency communication with OPD Dispatch. Shifts will generally be 10 or 12 hours in duration as predetermined and agreed upon between ACSO and OPD.

3. ACSO patrol personnel will communicate with the Alameda County Sheriff's Office Emergency Services Dispatch Center during their deployment within the City of Oakland, while conducting enforcement activities. ACSO patrol personnel will use OPD-provided radios to monitor ongoing activities by OPD in their designated areas and to call, or respond to calls, for assistance from OPD. OPD will provide ACSO with portable radios, one per two-person patrol vehicle and one for the supervisor vehicle, to enable communication with OPD dispatch by ACSO personnel. ACSO personnel will use plain language talk on OPD frequencies. OPD will use plain language talk with ACSO personnel.

4. ACSO deputies will be responsible for enforcing state vehicle code and criminal violations observed while on patrol in city areas as designated by OPD during the 90-day operation period. ACSO will provide cover to OPD officers responding to in-progress calls as necessary and requested by OPD, and OPD will provide cover for ACSO deputies as may become necessary. OPD will provide ACSO patrol specific directives relating to priority enforcement based on public safety needs in designated areas.

5. While ACSO patrol personnel may detain/arrest suspects involved in serious misdemeanor or felony offenses, OPD retains jurisdiction to enforce and investigate serious misdemeanor crimes and felonies, including all Part I violent crimes as defined by the FBI Uniform Crime Report. ACSO personnel will provide support to OPD at crime scenes, as needed and requested by OPD.

6. ACSO patrol personnel, deputies and supervisors assigned to work in the City of Oakland will remain employees of the Sheriff's Office. ACSO assigned personnel will operate under the rules, regulations, and written directives of the Alameda County Sheriff's Office unless stated otherwise in this agreement. Deputies and supervisors assigned to work in the City of Oakland will report through their chain of command structure and operate within those parameters. The Sheriff's Office has the sole authority and responsibility to conduct investigations into accusations of wrongdoing or misconduct by ACSO personnel, in accordance with the Sheriff's policies and procedures, and to take appropriate disciplinary action against its employees. ACSO will make available ACSO personnel who have been identified as witnesses in OPD criminal and/or administrative investigations and require them to participate fully.

7. No relationship of employer and employee is created by this Agreement between ACSO personnel and OPD or City, it being understood that the OPD and ACSO shall act hereunder as independent Agencies.

8. The term of this agreement will start on 01 Feb 13 and will end on 03 May 13.

9. The ACSO Coordinator shall be the Law Enforcement Services Division Commander, or his/her designee, and may be reached by telephone at (510) 272-6868. The OPD Coordinator shall be the Bureau of Field Operations Special Resources Commander or his designee and can be reached by telephone at (510) 777-8543.

10. Both parties may cancel this agreement without prior notice to the other in the event of an emergency or unforeseen factors. Both parties agree, however, to notify the other as soon as possible following an unforeseen cancellation of this agreement.

11. The costs indicated in this agreement are for estimate purposes only. For billing purposes, actual costs plus indirect costs will be charged for all hours worked by ACSO personnel. This includes travel between ACSO's Eden Township Substation and the service locations assigned to ACSO for patrol services as directed by the OPD.

12. OPD agrees to cover ACSO's actual costs. In the event of a rate increase, and upon written, advanced notification to OPD, OPD agrees to pay any increases in overhead, damaged uniforms, privately-owned safety equipment, salaries and benefits required by collective bargaining agreement and/or statute within the total budget amount of this contract.

13. In consideration for the above services and upon receipt of an itemized invoice, City and OPD agree to reimburse ACSO for the actual costs incurred within 45 days of invoice. Rates charged to City and OPD shall in no event exceed the actual costs to the ACSO to perform the requested services. The following cost information applies to this agreement, but may be amended at any time based upon changes in actual cost of services for ACSO, upon written notification to City and OPD. Estimated rates are as follows:

Sergeant:	Base rate:	\$87.00 (\$79.60 base rate plus 8.5% differential of \$7.40)
	HI tax:	1.26
	Risk Mngmt:	4.68
	W/C cost:	<u>4.79</u>
	Hourly cost:	\$97.73

Deputy:	Base rate:	\$72.90 (\$67.17 base rate plus 8.5% differential of \$5.73)
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HI tax:	1.06
Risk Mngmt:	3.92
W/C cost:	<u>4.01</u>
	\$81.89

Estimated Shift Cost:	Sergeant:	\$97.73 x 10 hours:	977.30
	Deputy:	\$81.89 x 10 hours x 10:	<u>8,189.00</u>
	Sub total:		\$9,166.30
	Indirect costs*, 10%:		<u>916.63</u>
Est. Total per detail \$10,082.93			

*Indirect costs cover expenses related to vehicle gas, mileage, radio equipment, dispatch fees, IT support services, and overhead expenses.

14. ACSO shall provide the OPD Coordinator a daily detail noting each individual sergeant/deputy, assigned schedule and planned # of work hours covering each shift.

15. City and OPD agree that additional charges, which are directly related to the services provided, may be assessed for ACSO supplies, additional equipment utilized, or property repaired or replaced at ACSO's expense with prior approval by OPD and within the total contract budget authorized by the Oakland City Council.

16. Invoices for additional charges will be billed separately from other charges, and will be accompanied by a memorandum containing a full description of the additional charges. OPD shall be consulted in advance of the accrual of these additional charges and OPD must pre-approve these expenditures. Such additional charges shall also be supported with receipts, invoices and/or a clear costing methodology for prorated charges before they will be deemed reimbursable.

17. If an ACSO uniformed employee has reported to the assigned location and has worked less than (4) hours, City and OPD agree to pay every assigned uniform employee a minimum of (4) hours overtime. Exception: This does not apply to those cases when the hours worked are a part of an extended shift. It is understood that ACSO uniformed personnel shall not work in excess of their scheduled shifts unless authorized by the Oakland Chief of Police or his designee. An ACSO uniformed employee who is called back to work by OPD after he/she has completed his/her regular shift and has gone off duty shall be compensated for a minimum of four (4) hours of time worked. It is expressly understood that an employee who works hours in excess of his or her scheduled shift immediately prior to or subsequent to his/her regular work shift shall be compensated for the time actually worked, with no minimum number of hours of overtime guaranteed.

18. City and OPD will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

19. City and OPD agree that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned ACSO uniformed employee(s) cannot be notified of such cancellation, minimum of (4) four hours overtime will be charged for each assigned uniform employee.

20. City and OPD agree that if cancellation is made within 24 hours prior to the scheduled assignment and the ACSO employee is notified of such cancellation City and OPD will be charged a short notice cancellation fee of \$ 50.00 per assigned ACSO uniformed employee.

21. All cancellation and other notices hereunder to ACSO shall be made to:

ACSO Law Enforcement Services Division Commander
1401 Lakeside Drive, 12th Flr
Oakland, CA 94612
(510) 272-6868

or Captain of the Eden Township Substation
15001 Foothill Boulevard
San Leandro, CA 94578
(510) 667-3600

All cancellation and other notices hereunder to OPD shall be made to:

Lieutenant Kirk Coleman
2651 73rd Ave.
Oakland, CA 94601
Telephone (510) 777-8543

Notices shall be given during business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays.

22. ACSO agrees to make reasonable efforts to notify those ACSO uniformed employees of the cancellation.

23. **INDEMNIFICATION:** To the fullest extent permitted by law, OPD shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving OPD of any obligation hereunder. The County and ACSO shall hold harmless, defend and indemnify the City of Oakland, its Councilmembers, officials, employees, members agents and volunteers from and against any and all claims, losses damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent or willful acts or omissions of any ACSO employee, deputy, supervisor or agent in the performance of his or her duties under this agreement. The City may participate in the defense of any such claim without relieving the County and ACSO of any obligation hereunder.

24. Each of the parties to this agreement shall immediately notify the other of any litigation or claim asserted by or against either party regarding this agreement.

25. This agreement represents the entire and integrated agreement between the parties. It is expressly agreed that all the terms and conditions of this agreement are included herein and no verbal agreements of any kind shall be binding upon the parties. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS THEREOF, the parties have executed this agreement on the dates as set forth hereinafter.

ALAMEDA COUNTY SHERIFF'S OFFICE

Gregory J. Abern
Gregory J. Abern, Sheriff

Date: 11/30/13

CITY OF OAKLAND

Howard Jordan
Howard Jordan, Chief of Police

Date: 11/23/13

Deanna Santana
Deanna Santana, City Administrator

Date: 1/24/13

Approved by: [Signature]
Deputy County Counsel

Approved by: [Signature]
City Attorney

Management
Approved By: [Signature]
1/15/2013

2013 APR 11 AM 8: RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO:

- 1) ENTER INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT LOCAL PROGRAM FUNDS FOR THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2013 (FY 2012-2013 JAG FUNDS); AND
- 2) TO ACCEPT, APPROPRIATE, AND ADMINISTER FY 2012-2013 JAG FUND ALLOCATIONS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND THIRTY SIX THOUSAND, AND THIRTY SIX DOLLARS (\$536,036) TO SUPPLEMENT FRONTLINE POLICING SERVICES FOR THE OAKLAND POLICE DEPARTMENT; AND
- 3) EXPEND FUNDS IN ACCORD WITH THE JAG FUND SPENDING PLAN

WHEREAS, it is anticipated that grant funds in an amount not to exceed \$536,036 will be received from the U.S. Department of Justice, Office of Justice Programs, fiscal year 2012-2013 Edward Byrne Memorial Justice Assistance Grant Local Program (FY 2012-2013 JAG Funds) will be awarded to the City of Oakland; and

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance, provides funding through the Edward Byrne Memorial Justice Assistance Grant program to units of local government to fund frontline policing services; and

WHEREAS, the proposed grant program period for the JAG Funding allocation is July 1, 2012 through June 30, 2013; and

WHEREAS, the Government Code requires that the Chief of Police of a law enforcement agency that has applied for JAG Funds to request the local jurisdiction's legislative body to appropriate said funds solely for front line law enforcement services in accordance with the Chief's spending plan; and

WHEREAS, the proposed spending plan will facilitate the City Council's goal of crime reduction through Citywide community policing and other strategies; and

WHEREAS, the sum of \$536,036 in FY 2012-2013 JAG anticipated funds must be allocated in accordance with the JAG Fund spending plan; and

WHEREAS, the City Council previously authorized acceptance of similar grant funds by Resolution No.83625 C.M.S. dated October 27, 2011, Resolution No.82934 C.M.S. dated July 20, 2010, Resolution No. 81975 C.M.S. dated May 5, 2009, Resolution No. 81581 C.M.S. dated October 7, 2008, Resolution No. 80873 C.M.S. dated October 2, 2007, Resolution No. 80128 C.M.S. dated September 19, 2006, Resolution No. 79764 C.M.S. dated March 7, 2006, and Resolution No. 79378 C.M.S. dated July 19, 2005; now, therefore be it

RESOLVED: that the City Administrator, or her designee is authorized to enter into a grant agreement with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne memorial Justice Assistance Grant local program funds for the period of July 1, 2012 through June 30, 2013 (FY 2012-2013 JAG funds); and be it

FURTHER RESOLVED: that the City Administrator, or her designee is authorized to accept, appropriate, and administer FY 2012-2013 JAG fund allocations in an amount not to exceed five hundred and thirty six thousand, and thirty six dollars (\$536,036) to supplement frontline policing services for the Oakland Police Department; and

FURTHER RESOLVED: That the City Administrator or her designee to accept, appropriate, and administer said grant funds to Federal Grant Fund (2112); Fiscal Services Division Org. (106510); Agency-wide Administration (PS01), in a Project Account to be determined; and be it

FURTHER RESOLVED: That the City Administrator, or her designee is authorized to expend funds in accord with the JAG fund spending plan, which includes support overtime for officers at OPD, a cooperative information sharing program with the Alameda Sheriff's Department, upgrade software and computers, and support a grants coordinator to manage the grant; and be it

FURTHER RESOLVED: That the City Council does hereby implement the provisions of the California Government Code by accepting and increasing estimated revenues and appropriations to the City of Oakland for OPD by \$536,036 in JAG local funds, plus accrued interest earnings, in accordance with the spending plan; and be it

FURTHER RESOLVED: That grant funds received for the Justice Assistance Grant program shall not be used to supplant expenditures controlled by the City of Oakland; and be it

FURTHER RESOLVED: That the City Council hereby appoints the City Administrator as agent of the City to conduct all negotiations, applications, agreements, and related actions which may be necessary for the completion of the aforementioned grant; and be it

FURTHER RESOLVED: That the City Administrator or her designee shall ensure that copies of the fully executed grant agreements and amendments are placed on file with the Office of the City Clerk; and be it

FURTHER RESOLVED: That the City Attorney shall review and approve, for form and legality, any and all grant agreement amendments and modifications

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES – BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT
KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California