



BOARD OF SUPERVISORS
AGENDA LETTER

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:

Department Name: Probation
Department No.: 022
For Agenda Of: 8/3/2010
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: 4/5

2010 JUL 22 PM 3:50
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

TO: Board of Supervisors
FROM: Department Patricia J. Stewart, Chief Probation Officer, x3652
Contact Info: Brian Swanson, Probation Manager, x8606
SUBJECT: FY 2010-2011 Santa Barbara County Education Office School-Based Officer Position for Peter Fitzgerald Community School, Santa Maria.

County Counsel Concurrence

As to form: No

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence:

As to form: NA

Recommended Actions:

That the Board of Supervisors:

- A) Authorize the Chief Probation Officer to sign the attached Memorandum of Understanding (MOU) to accept \$103,083 from the Santa Barbara County Education Office (SBCEO) to provide a School-Based Deputy Probation Officer for the Peter Fitzgerald Community School in Santa Maria.
- B) Adopt attached budget revision recognizing the unanticipated revenue.
- C) Authorize the Chief Probation Officer to sign annual renewal MOUs with the SBCEO to accept funding to continue to provide a School-Based Deputy Probation Officer to the Peter Fitzgerald Community School in Santa Maria.

Summary Text:

To mitigate the closure of Probation’s Counseling and Education Centers (CEC), one School Based Deputy Probation Officer (DPO) will be deployed to the Peter Fitzgerald Community School in Santa Maria. This DPO will be funded by SBCEO through Federal Title I, Part D funds. These funds are designated to develop educational opportunities that serve at-risk youth, including pregnant and parenting teens, youth who have come in contact with the juvenile justice system, youth at least one year behind their expected grade level, migrant youth, immigrant youth, students with limited English proficiency, and gang members. The Probation Department is requesting that the Board of Supervisors authorize the Chief Probation Officer to accept the funding and sign the MOU with SBCEO.

Background:

The Probation Department has deployed School-Based DPOs to many of the County's high school and junior high school campuses. Officers have daily interaction with gang-involved youth on those campuses, and provide support and assist in case management activities. They intervene in and in some cases prevent criminal or delinquent acts from occurring. These DPOs routinely assist law enforcement officers in identifying gang members, interpreting gang monikers, developing intelligence, and assisting in solving gang-related crimes.

With the recent closure of the CECs, many of the youth who would have otherwise been court ordered to the CECs will be attending a community school operated by SBCEO; and although the School Based DPO do spend some time at the community schools, they are assigned to other schools sites as well. In an effort to mitigate the closure of the countywide closures of the CECs, the Probation Department will with Title I Part D funding assign a DPO specifically to the Fitzgerald Community School and will redepoly a DPO specifically to the El Puente Community School in Santa Barbara.

Many of the youth currently attending the community school are under the supervision of the Probation Department, are at least one year behind their expected grade level, and are members or associates of local gangs. SBCEO and the Probation Department will collaborate to provide on-campus probation supervision of juvenile justice involved youth and other at-risk youth by funding and assigning a School-Based DPO specifically for the Peter Fitzgerald and El Puente Community School. The Officer will have the school as his or her primary work site and will devote the majority of the work week on campus. The Officer will interact regularly with students, maintain a small probation caseload (20), and target truancy by addressing issues with students, parents, teachers, and administrators, as well as home visits.

Performance Measure:

Ensure that wards on this caseload attend at least 80% of possible school days per month.

Ensure that at least 65% of wards on this caseload will not commit a new felony or misdemeanor while in the program.

Fiscal and Facilities Impacts:

Budgeted: No

Fiscal Analysis:

The financing provided by the SBCEO will full fund the position for the entire fiscal year. The funding can be renewed for future fiscal years on an annual basis. SBCEO and the Probation will analyze program outcomes to determine if continuation of financing is appropriate. There is no increase to the Probation Department's General Fund contribution.

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal	\$ 103,083.00	\$ 103,083.00	
Fees			
Other:			
Total	\$ 103,083.00	\$ 103,083.00	\$ -

Staffing Impacts:

The funding will be used to refund a previously unfunded Deputy Probation Officer. Legal positions will not change however the total FTE will increase by 1.

Legal Positions:

0

FTEs:

+1.0

Special Instructions:

None

Attachments:

Probation Department Mandates

Budget Revision

MOU

Authored by:

Brian Swanson

Probation Manager

cc:

County Counsel

Auditor-Controller

Risk Management

William J. Cirone, County Superintendent, Santa Barbara County Education Office

PROBATION DEPARTMENT MANDATES

GENERAL

131.5CCP; 830.5 PC; 1202.7 PC; 273a(c) (3) (A) and 273d(c) (3) (A) PC; 1203.097(c) PC; 1203.098 PC; 1203. 097 (c) (1) PC; 1203. 097 (C) PC; 13010-13014 PC; 6035 PC13020 PC; 3300 G C; 1020-1031.5 Government Code

CIVIL

1513 Probate Code; 1513.1 Probate Code; 1826 Probate Code; 1851 Probate Code; 1851.5 Probate Code; 7800FLC;7801 FLC; 7803 FLC;7804 FLC; 7805 FLC; 7807 FLC; 7808 FLC; 7810 FLC; 9001 FLC

JUVENILE DIVISION

A. Administrative Responsibility/Notification

1203.74 PC; 270 WIC

B. Juvenile Intake

601; 601.2; 601.3;602; 627.5; 628 WIC; 628.1 WIC; 630 WIC;631 WIC; 632 WIC; 652 WIC;652.5WIC; 653 WIC ;676.5 WIC; 777WIC;778 WIC;1404-1405 Juvenile Court Rules

C. Juvenile Investigations

200 WIC; 280 WIC; 281 WIC; 281.5 WIC; 361.2 WIC; 635 WIC; 636 WIC; 652 WIC; 653.5 WIC; 656.2 WIC; 636.1 WIC; 706 WIC; 706.5 WIC; 706.6 WIC; 707 WIC; 727.1 WIC; 727.4 WIC; 742 WIC; 781 WIC; 1499 Juvenile Court Rules Sealing Records

D. Juvenile Supervision

241.1 WIC; 366.23 WIC; 366.26 WIC; 625 WIC; 625.3 WIC; 641 WIC; 654 WIC; 654.1 WIC; 654.2 WIC; 654.3 WIC; 654.4 WIC; 654.6 WIC; 655 WIC; 725 WIC; 727 WIC; 727.1 WIC; 727.2 WIC; 727.3 WIC; 727.31 WIC; 727.4 WIC; 727.4 (d) (4) WIC; 727.6 WIC; 729 Et Esq. WIC; 729.3 WIC; 729.7 WIC; 729.8 WIC; 729.9 WIC; 730 WIC; 730.6 WIC; 730.7 WIC; 730.8 WIC; 737 WIC; 738 WIC; 740 WIC; 740.1 WIC; 742.16 WIC; 790 WIC; 793 WIC; 794 WIC; 795 WIC; 841 WIC; 1300 ET Esq. WIC; 1502.4 (a)(1) H&S; 4096 WIC; 5600.3 WIC; 11400 WIC; 11401 WIC; 11402 WIC; 11404 WIC; 10553.1WIC; 11404.1 WIC; 11462.01(2) (C) WIC; 295(i) (2) and 298 (b) (4) PC; 296.1 (a) (3) (A) PC

INSTITUTIONS

A. Juvenile Hall

Title 15, Division 1 or Chapter 1 Standards Corrections Authority (formerly the Board of Corrections), Subchapter 5 Minimum Standards for Juvenile Facilities

210 WIC; 850 WIC

B. Home Supervision

628.1; 840 WIC

C. Boys Camp

Title 15, Division 1 or Chapter 1 Standards Corrections Authority (formerly the Board of Corrections), Subchapter 5 Minimum Standards for Juvenile Facilities

881 WIC; 885 WIC

D. Non-Secure Detention

210.1 WIC; 601 WIC; 626 WIC;

E. Medical Care Juveniles

369 WIC; 739 WIC

F. Separate Categories

284 WIC; 285 WIC; 656.2 WIC; 704 WIC; 729.7 WIC; 742 WIC; 742.20 WIC; 749.22 WIC; 749.23 WIC; 751 WIC; 826 WIC; 826.5 (a) WIC; 826.6 WIC; 827WIC; 48321 ED CODE; 56026 ED CODE; 56325 ED CODE;

ADULT DIVISION

A. Adult Investigation:

1000.5PC; 1001.20 PC to 1001.34 PC; 1001.70 PC to 1001.90 PC; 1191 PC; 1191.1 PC; 1191.2 PC; 1191.3 PC; 1202.4 PC; 1202.4(f) (3) PC; 1202.42PC; 1203 PC; 1203a PC; 1203c PC; 1203d PC; 1203.9 PC; 1203.10 PC; 1203.097(b) (3) PC; 1203.097(b) (4) PC; 1210.1 PC; 4.310 Judicial Rule; 4.411(a) (b) (c) (d) Judicial Rule; 4.411.5 Judicial Rule

B. Adult Supervision:

290(c) (1) PC; 290.4 PC; 295(i) (2) PC; 298 (b) (4) PC; 296.1 (a) (3) (A) PC; 296.1 (a) (5) (A) PC; 298(b) (3) PC; 457.1 (e) PC; 1202.7 PC; 1202.8 PC; 1203.02 PC; 1203.016 PC; 1203.044 PC; 1203.044(h) PC; 1203.045 PC; 1203.047 PC; 1203.055 PC; 1203.055(f) PC; 1203.066 PC; 1203.067 PC; 1203.076 PC; 1203.097 PC; 1203.1 PC; 1203.1(b) PC; 1203.1bb PC; 1203.1(d) 1203.1(h) PC; 1203.1ab PC; 1203.1b (a) PC; 1203.1e PC; 1203.1g PC; 1203.1k PC; 1203.2 PC; 1203.2(a) PC; 1203.3 PC; 1203.4 PC; 1203.7 PC; 1203.9 (a) PC; 1203.9 (b) PC; 1203.10PC; 1203.12 PC; 1203.13 PC; 1389.6 PC; 1203.95 PC; 3075 PC to 3076 PC; 11180 PC and 11181 PC; 13020 PC

Rev 04/06

Budget Revision Request

BJE 0001079
Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE
Related Journal Entry #

Subject / Title: Provide a short description for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

Probation Department: Increase appropriations to recognize \$103,083 of revenue for a School Based Deputy Probation Officer deployed to the Peter Fitzgerald Community School.



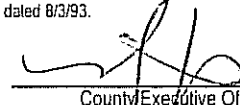
Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheet, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

This budget revision increases revenues by \$103,083 in line item account 4789 entitled " Federal- Other" to fund a School-Based Deputy Probation Officer for the Peter Fitzgerald Community School in Santa Maria due to the closure of Probation's Counseling and Education Centers. Funding will be provided through the Santa Barbara County Education Office Federal Title I, Part D funds. Salaries and benefits will be increased as offset to this revenue.

Financial Summary

Increase or (Decrease) in Appropriation for / Uses:	Department / Fund 022 / 0001	Department / Fund /	Department / Fund /	Department / Fund /
Salaries & Benefits	103,083 00	00	00	00
Services & Supplies	00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	103,083 00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	- 00	00	00	00

2010 JUL 21 AM 9:05
 RETURN INSTRUCTIONS
 2010 JUL 21 AM 7:36
 MAIL ROOM

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
 Department Head Date: 7-19-10	Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form.  Auditor-Controller Date: 7-24-10	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove Date: 7/21/10 Transfer/Revision in Accordance with Board Policy dated 8/3/93.  County Executive Officer	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date: Agenda Item: Clerk of the Board of Supervisors

Budget Journal Entry

Document Number: BUE - 0001079 Batch ID: 1230713
 Document Description: SBCEO Federal Title I, Part D School DPO Processed On:
 Post On: Processed By:

References
 Audit Trail:

Accounting		GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	Unit	Proj	Budget Period	Description
0001	022	2420	4789	103,083.00		3100			201007	Revenue SBCEO Fed Title I, Pt D School DPO
0001	022	2530	6100		103,083.00	3100			201007	Adj Appropriation for School DPO
				Total	103,083.00					103,083.00

Signatures
 Signed By: Michael Cameron Signed On: 7/19/2010 2:12:10 PM Department/Agency: 022 - Probation



County of Santa Barbara, FIN

SW

Printed: 7/19/2010 2:12:59 PM

AGREEMENT

This agreement is made and entered into for the period of July 1, 2010, through June 30, 2011, between the Santa Barbara County Education Office, hereinafter referred to as "**SBCEO**," and the Santa Barbara County Probation Department, hereinafter referred to as "**PROBATION**," for the purposes of providing services to **SBCEO's** Peter Fitzgerald Community School site.

WITNESSETH

WHEREAS, **SBCEO** desires to provide services to **SBCEO's** students who are at high risk of dropping out due to poor attendance, involvement with youth gangs, alcohol and drug abuse, incorrigible and delinquent behavior; and

WHEREAS, it has been determined the need for such services exists; and

WHEREAS, **PROBATION** will direct one full-time, benefited Deputy Probation Officer (DPO) to provide probation services to **SBCEO's** Peter Fitzgerald Community School students located in Santa Maria and is capable of and willing to provide such services.

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. RESPONSIBILITIES OF PROBATION

1. Assign a DPO to **SBCEO's** Peter Fitzgerald Community School. The DPO, will work 40 hours per week, and no more than 80 hours per pay-period in this program. **PROBATION** and **SBCEO** shall mutually determine the specifics regarding days and hours for the services. This Agreement is in no way intended to restrict the rights guaranteed to DPOs as provided in the Memorandum of Agreement between Santa Barbara County Probation and the County of Santa Barbara.
2. Provide supervision to the DPO assigned to the program.
3. DPO will be governed by **PROBATION** policies but will adhere to **SBCEO** procedures and practices at the Fitzgerald site, including matters relating to dress and appearance, and conduct.
4. To the extent possible, will provide DPO with access to a county vehicle at the school site.
5. DPO will work year-round at the school site, based on the school calendar, and provide the services listed below to the Peter Fitzgerald Community School. When DPO is on vacation or in training for more than one week, and to the extent that it is possible, a replacement DPO will be provided in order to maintain continual services

6. Review the files of all students who have been referred to SBCEO's Peter Fitzgerald Community School from local school districts to determine the students' current court status or possible court status;
7. During the annual enrollment period in August, and each enrollment period throughout the year, **PROBATION** will review each case utilizing the referral information from the referring district regarding the enrolling student's past behavior and/or attendance;
8. Initiate face-to-face contacts on a regular basis with students.
9. Meet with students and/or parents and maintain contact with students as needed, and monitor school progress;
10. Work with students on an individual and small group basis to help develop behaviors and attitudes which will enable them to succeed in school, vocational, and community settings;
11. Participate in problem solving and decision-making with students, school staff, and/or parent/guardian. Issues discussed may include attendance, school performance, school placement, and behavior;
12. Conference with school counselors and administrators once a month for the Peter Fitzgerald Community Leadership team and attend weekly school staff meetings as needed;
13. Provide in-service training to Community School staff as appropriate on subjects relevant to the school site and student population (i.e., gang issues, drug trends);
14. Act as a liaison to local community-based organizations for additional student services;
15. Assist in development of probation and community school program procedures;
16. Respond to emergencies when onsite and provide assistance when available. An example of an emergency would be an altercation involving numerous students. A response would be to provide assistance and backup for teachers and administrators;
17. Conduct home visits consistent with **PROBATION** mandates, Federal or State statute or regulation, and as requested by school administration. **PROBATION** will attempt regular caseload contacts outside of normal school hours, unless circumstances necessitate otherwise.
18. The DPO caseload will be comprised of up to 20 youth who attend Peter Fitzgerald Community School and who are wards of the Juvenile Court under **PROBATION**'s supervision. Specific caseload composition is at the discretion of **PROBATION**. The DPO may exercise formal authority over any other student who is also under the formal

supervision of **PROBATION** but assigned to another DPO. The DPO may intervene with students not under the formal supervision of **PROBATION** to the extent policy and law allow.

B. RESPONSIBILITIES OF SBCEO

1. **SBCEO** shall delineate job responsibilities in conjunction with **PROBATION** for DPO so as to provide high-quality services to the Peter Fitzgerald Community School's students.
2. **SBCEO** shall provide DPO with program operation direction from the Administrator, Juvenile Court and Community Schools, and or his/her designee.
3. **SBCEO** shall convey and interpret SBCEO policies and procedures to DPO.
4. **SBCEO** shall provide DPO with office space and equipment, including a computer, supplies, and other resources necessary to facilitate compliance with the terms of the Agreement at no cost.

C. PAYMENT

SBCEO authorizes **PROBATION** to invoice **SBCEO's Fiscal Services Office** based on actual costs incurred, up to the contract amount of \$103,083, on a monthly basis for the period covered. **SBCEO** will initiate payment processing within 30 days of receipt of an invoice. If for any reason funds will not be available to finance this position, **SBCEO** shall immediately notify **PROBATION**.

D. SUBCONTRACT AND ASSIGNMENT

PROBATION shall not enter into subcontracts for any of the work contemplated under this Agreement without first obtaining approval from **SBCEO**. Such approval shall be attached and made a part of this Agreement. This Agreement binds the successors, assignees, and representatives of **PROBATION**.

E. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent agents and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association.

F. ASSIGNMENT

Neither **PROBATION** nor **SBCEO** may assign and/or transfer any interest in the Agreement without the prior written consent of the other party hereto.

G. WORKERS' COMPENSATION

PROBATION warrants that it purchases insurance for Workers' Compensation coverage and agrees that the DPO providing services to SBCEO pursuant to this Agreement will be covered by PROBATION'S Worker's Compensation insurance for all injuries arising out of or occurring in the course and scope of this agreement.

H. MUTUAL INDEMNIFICATION

PROBATION shall defend, indemnify, and hold SBCEO, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROBATION, its officers, employees or agents.

SBCEO shall defend, indemnify, and hold PROBATION, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SBCEO, its officers, employees or agents.

I. TERMS AND CONDITIONS

All terms and conditions of the Agreement are subject to the continued appropriation and availability of funds for each party for the performance contemplated herein. This agreement shall be for the term July 1, 2010, through June 30, 2011, subject to budgetary approval by SBCEO and subject to mutual consent of SBCEO and PROBATION. Subject to receipt of all budgetary approvals by the SBCEO and the Santa Barbara County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties for an additional one (1) year period.

J. CANCELLATION

The Agreement may be terminated upon thirty (30) days written notice from either party. SBCEO agrees to pay PROBATION for all services rendered by PROBATION up to and including the effective date of the cancellation.

K. MODIFICATION AND AMENDMENTS

This Agreement may be modified or amended only by a written document executed by PROBATION and SBCEO.

L. NONDISCRIMINATION

PROBATION and **SBCEO** shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin, in accordance with Title VI of the Civil Rights Act 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Fiscal Year 2010-2011.

**SANTA BARBARA COUNTY
PROBATION DEPARTMENT**

**SANTA BARBARA COUNTY
EDUCATION OFFICE**

Patricia J. Stewart
Chief Probation Officer,
Santa Barbara County Probation

William J. Cirone
Superintendent,
Santa Barbara County Education Office