



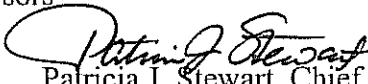
BOARD OF SUPERVISORS
AGENDA LETTER

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: 07/07/09
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department 
Director(s) Patricia J. Stewart, Chief Probation Officer
Contact Info: Tanja Heitman, Probation Manager
heitman@co.santa-barbara.ca.us
805 739-8537

SUBJECT: 2009 Byrne Justice Assistance Grant (JAG) Funds

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: N/A

Other Concurrence:

District Attorney

Sheriff -Coroner

As to form: Yes

Recommended Actions: That the Board of Supervisors:

- A. Authorize the County Executive Officer to sign the 2009 Byrne Justice Assistance Grant (JAG) Inter-local Agreements between the County of Santa Barbara and the Cities of Santa Barbara, Santa Maria and Lompoc.
- B. Authorize the Chief Probation Officer to sign the award agreements on behalf of Santa Barbara County and accept the anticipated 2009 Byrne JAG award in the amount of \$180,786 for the grant period October 1, 2008 through September 30, 2012.

Summary Text:

During the period covered by the JAG grant, Santa Barbara County will use the funds to continue to operate the Santa Barbara Regional Narcotic Enforcement Team (SBRNET), a multi-jurisdictional narcotic task force which targets major narcotic vendors operating in or trafficking through the County. The project will also focus on probation and parole cases with ties to narcotic use or sales, especially those with gang associations. By targeting these areas, the project will continue to positively impact the community by driving drug traffickers from Santa Barbara County; effectively decreasing violent crime.

Background: Santa Barbara County has received Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding for 19 years. The JAG Program is a formula grant awarded to state and local governments. It is administered by the Department of Justice, Bureau of Justice Assistance. The grant supports a broad range of activities to prevent and control crime and to enhance the justice system. The procedure for allocating JAG funds is a formula based on population and crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. The allocation favors high density municipalities and is corrected by a disparate funding allocation provision. In the 2009 allocations, Santa Barbara County is identified as a disparate jurisdiction. As such, a single joint application is required, as well as concurrence on the use of the funds by the County and the Cities of Santa Barbara, Santa Maria and Lompoc.

The County Law Enforcement Chiefs (CLEC) acting as the SBRNET Steering Committee have historically worked together to develop the allocation plan for these funds. The participating agencies have all reaffirmed their commitment to SBRNET's mission and agreed on an allocation plan that allowed all agencies to continue to deploy a staff member to the team. As part of the allocation plan, it was agreed that access to the full amount of agency grant funding would be predicated on the deployment of staff to SBRNET for the entire 12 months of the fiscal year, or subject to monthly proration. The City of Santa Maria was able to secure funding for their SBRNET staffing costs through other revenue. Although Santa Maria Police Department will be subject to the same agreement, the agency has elected to utilize their portion of the JAG funds to purchase a Cal-ID station to increase departmental effectiveness in pursuing criminal investigations.

As stated in previous Board Letters, SBRNET is a collaborative effort between all local law enforcement agencies to apply specific strategies designed to reduce the flow of narcotics through the County. The project uses searches, buy-bust operations and street sweeps as some of the tactics by which to accomplish the desired reduction of narcotic distribution in Santa Barbara County. The agencies involved in the project include the Santa Barbara County Probation Department, the Santa Barbara County District Attorney's Office, the Santa Barbara County Sheriff's Department, the Santa Barbara Police Department, the Lompoc Police Department, the Santa Maria Police Department, the Guadalupe Police Department, the State of California Highway Patrol Department and the State of California Department of Justice, Bureau of Narcotic Enforcement.

Performance Measure:

Over 25 project performance measures are tracked and reported to the Bureau of Justice Assistance. Along with investigative case-specific data, the following are a few of the key measures:

100% of children encountered at lab sites will be handled pursuant to the Santa Barbara County Drug Endangered Children (DEC) Protocol.

SBRNET will respond to and assist all local law enforcement agencies with the dismantling of methamphetamine labs as requested. In the course of this action, all Level I DEC cases will be addressed. Additionally, in the course of the service of search warrants, etc., where methamphetamine labs are not present, all determined Level II DEC cases will also be addressed per the Santa Barbara County DEC Protocol.

90 assists to local law enforcement on narcotic related activity will take place.

SBRNET will further the collaborative efforts between local law enforcement narcotic units and the multi-jurisdictional task force by responding to requests for assistance by local law enforcement units.

The goal in making the multi-jurisdictional task force available for this type of activity is to increase the flow of information and intelligence, as well as providing a substantive working relationship between the agencies and individual detectives.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<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	\$ 180,786.00		
Fees			
Other:			
Total	\$ 180,786.00	\$ -	\$ -

Narrative:

The revenues and expenditures related to the SBRNET program and the JAG grant are included in the Probation Department’s FY2009-10 adopted budget. The requisite allocations will be transferred to the participating team agencies. Accepting the award will not change the Probation Department’s general fund contribution. There will be no facility impacts.

Staffing Impacts:

Legal Positions:
No effect

FTEs:
No effect

The recommendation will not result in an increase or decrease in FTE or legal positions.

Special Instructions:

Please return eight (8) Certified Minute Orders to Michael Cameron, at the Santa Barbara County Probation Department, 117 E. Carrillo St., Santa Barbara, CA 93101.

Attachments:

- Attachment A: JAG Inter-local Agreements
- Attachment B: Probation Department Mandates

Authored by:

Tanja Heitman, Probation Manager

cc:

- Christie Stanley, District Attorney
- William Brown, Sheriff
- Bob Geis, Auditor-Controller
- Dennis Marshall, County Counsel
- Rich Morgantini, County Executive Office

Attachment A

GMS APPLICATION NUMBER: 2009-G8797-CA-DJ

**THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LOMPOC, CA
AND COUNTY OF SANTA BARBARA, CA**

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this first day of July, 2009, by and between The COUNTY of Santa Barbara, acting by and through its County Administrator, hereinafter referred to as COUNTY, and the CITY of Lompoc, acting by and through its City Administrator, hereinafter referred to as CITY, both of Santa Barbara County, State of California, witnesseth:

WHEREAS, this agreement is made in anticipation of an award of funds under the JAG Program for the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) Program, and IF such grant is awarded: and,

WHEREAS, the COUNTY and the CITY, 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, the COUNTY and the CITY 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 COUNTY agrees to provide the CITY \$23,243 from the JAG award amount of \$180,786 to support the Lompoc Police Department's allocation of a full time team member to the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) Program: and,

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

WHEREAS, the CITY and COUNTY agree that access to full agency funding is predicated on the deployment of staff to the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) Program for the entire 12 months of the fiscal year or subject to monthly proration: and,

WHEREAS, the COUNTY serves as the applicant and will be responsible for the administration of the joint funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance to any sub recipients of the funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$23,243 of JAG funds for SBRNET participation.

GMS APPLICATION NUMBER: 2009-G8797-CA-DJ

(Mandatory)

Section 2.

COUNTY agrees to use \$142,556 of the JAG award for the SBRNET Program for FY 2009-10 and the balance of \$38,230 will be allocated to the City of Santa Maria for purchasing of a Cal-ID station.

Section 3.

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 California Tort Claims Act.

Section 4.

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 California Tort Claims Act.

Section 5.

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 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

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.

COUNTY OF Santa Barbara, California

CITY OF Lompoc, California

County Administrative Officer

City Administrator

ATTEST: APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

City Attorney

Attachment A

GMS APPLICATION NUMBER: 2009-G8797-CA-DJ

**THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SANTA MARIA, CA
AND COUNTY OF SANTA BARBARA, CA**

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this first day of July, 2009, by and between The COUNTY of Santa Barbara, acting by and through its County Administrator, hereinafter referred to as COUNTY, and the CITY of Santa Maria, acting by and through its City Administrator, hereinafter referred to as CITY, both of Santa Barbara County, State of California, witnesseth:

WHEREAS, this agreement is made in anticipation of an award of funds under the JAG Program for the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) Program, and IF such grant is awarded: and,

WHEREAS, the COUNTY and the CITY, 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, the COUNTY and the CITY 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 COUNTY agrees to provide the CITY \$38,230 from the JAG award amount of \$180,786 to purchase a Cal-ID station with the understanding that the CITY will continue to support the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) Program by deploying a full time team member: and,

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

WHEREAS, the CITY and COUNTY agree that access to full agency funding is predicated on the deployment of staff to the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) Program for the entire 12 months of the fiscal year or subject to monthly proration: and,

WHEREAS, the COUNTY serves as the applicant and will be responsible for the administration of the joint funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance to any sub recipients of the funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$38,230 of JAG funds for purchasing a Cal-ID station with the understanding that the CITY will utilize other funding to continue to deploy a staff member to SBRNET.

GMS APPLICATION NUMBER: 2009-G8797-CA-DJ
(Mandatory)

Section 2.

COUNTY agrees to use \$142,556 of the JAG award for the SBRNET Program for FY 2009-10.

Section 3.

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COUNTY OF Santa Barbara, California

CITY OF Santa Maria, California

County Administrative Officer

City Manager

ATTEST: APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

City Attorney

Attachment A

GMS APPLICATION NUMBER: 2009-G8797-CA-DJ

**THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SANTA BARBARA, CA
AND COUNTY OF SANTA BARBARA, CA**

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

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

WHEREAS, the CITY and COUNTY agree that access to full agency funding is predicated on the deployment of staff to the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) Program for the entire 12 months of the fiscal year or subject to monthly proration: and,

WHEREAS, the COUNTY serve as the applicant and will be responsible for the administration of the joint funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance to any sub recipients of the funds.

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Section 7.

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COUNTY OF Santa Barbara, California

CITY OF Santa Barbara, California

County Administrative Officer

City Administrator

ATTEST: APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

City Attorney

ATTACHMENT B

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; 10553.1 WIC; 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. Counseling and Education Centers

654 (c) WIC

E. Non-Secure Detention

210.1 WIC; 601 WIC; 626 WIC;

F. Medical Care Juveniles

369 WIC; 739 WIC

G. 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; 827 WIC; 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