



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

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

2013 JUN 20 PM 2: 14

COUNTY OF SANTA BARBARA
CLERK OF THE
BOARD OF SUPERVISORS

Department Name: Probation
Department No.: 022
For Agenda Of: July 2, 2013
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors *day at bitman for*
FROM: Department Beverly A. Taylor, Chief Probation Officer 805.882.3652
Director(s)
Contact Info: Tanja Heitman, Deputy Chief Probation Officer 805.739.8537
heitman@co.santa-barbara.ca.us
SUBJECT: 2013 Byrne Justice Assistance Grant (JAG) Funds

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: none

Recommended Actions:

- A. Authorize the County Executive Officer to sign the 2013 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 to accept the anticipated 2013 Byrne JAG award in the amount of \$127,891 for the grant period of October 1, 2012 through September 30, 2016. Although the award has a four-year allowable expenditure period, the local plan is to expend the full amount in County Fiscal Year 2013-2014.

Summary Text:

Santa Barbara County will use the Byrne JAG grant funds to continue to operate the Santa Barbara Regional Narcotic Enforcement Team (SBRNET), a multi-jurisdictional narcotic task force which targets narcotic vendors operating in or trafficking through the County. 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 23 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 2013 allocations, Santa Barbara County is identified as a disparate jurisdiction. As such, concurrence between the cities and the county on the use of the funds is required and a single joint application will be submitted. The Probation Department has been serving as fiscal lead and as such receives an additional 10% of the allocation for costs associated with administering the grant.

The County Law Enforcement Chiefs (CLEC) acting as the SBRNET Steering Committee have historically worked together to develop the allocation plan for these funds, as well as other grants that contribute to the project and asset forfeiture revenue related to the team. 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. By combining resources, it is anticipated that the seven (7) funded agencies will receive approximately \$63,000 to offset the costs associated with their team member. The JAG allocation in particular will fund the District Attorney and Probation Department staff. 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 twelve (12) months of the fiscal year, or be subject to monthly proration.

As stated in previous Board Letters, SBRNET is a collaborative effort between the Bureau of Narcotic Enforcement and 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 Office, the Santa Barbara Police Department, the Lompoc Police Department, the Santa Maria Police Department, the Guadalupe Police Department, the State of California Highway Patrol, the State of California Department of Justice, Bureau of Narcotic Enforcement and the University of California Santa Barbara Police Department.

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	\$ 127,891.00	\$ 127,891.00	
Fees			
Other:			
Total	\$ 127,891.00	\$ 127,891.00	\$ -

Narrative:

The revenues and expenditures related to the SBRNET program and the JAG grant are included in the Probation Department's FY 2013-14 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

Special Instructions:

Please return two (2) 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

Authored by:

Tanja Heitman, DCPO

cc:

Joyce Dudley, District Attorney

William Brown, Sheriff

Dennis Marshal, County Counsel

Attachment A

GMS APPLICATION NUMBER: 2013-H4382-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

2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ninth day of July, 2013, 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 Manager, 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 find 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 a total of \$63,000 from SBRNET project funds that may include revenue from the Anti-Drug Abuse Grant and/or SBRNET's Asset Forfeiture account and the CITY agrees defer the amount of JAG disparate jurisdiction funds allotted to the CITY and the COUNTY in the amount of \$76,329 to the Probation Department and District Attorney's Office for the support of SBRNET and the CITY agrees to provide a team member to the 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 SBRNET Program for the entire 12 months of the fiscal year (July 1, 2013 to June 30, 2014) or subject to monthly proration: and,

WHEREAS, the CITY and COUNTY agree that supplanting is prohibited under JAG and that proper supporting documentation will be made available to the COUNTY to ensure audit compliance: and,

WHEREAS, the COUNTY will 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 and as such is entitled to 10% of the total award to offset costs associated with administering the grant.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$63,000 from SBRNET project funds that may include revenue from the Anti-Drug Abuse Grant and/or SBRNET's Asset Forfeiture account and the CITY agrees to defer the amount of JAG disparate jurisdiction funds allotted to the CITY and the COUNTY in the amount of \$76,329 to the Probation Department and District Attorney's Office for the support of SBRNET.

Section 2.

COUNTY agrees to use the full \$127,891 of the JAG award for the SBRNET Program for FY 2013-2014. This amount is derived from the allocation designated for the City of Lompoc of \$23,954, the City of Santa Barbara in the amount of \$27,608, and the amount of JAG disparate jurisdiction funds allotted to the CITY and the COUNTY in the amount of \$76,329.

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.

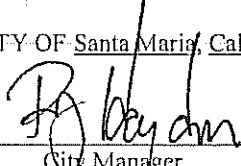
Section 7.

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 Santa Maria, California

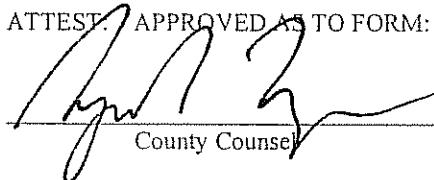
County Administrative Officer



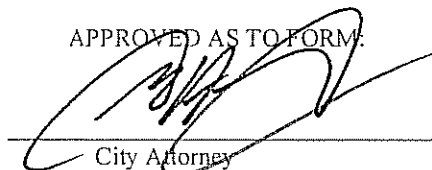
City Manager

ATTEST. APPROVED AS TO FORM:

APPROVED AS TO FORM:



County Counsel



City Attorney

Attachment A

GMS APPLICATION NUMBER: 2013-H4382-CA-DJ

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

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

2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ninth day of July, 2013, 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 find 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 a total of \$63,000 from SBRNET project funds that may include revenue from the Anti-Drug Abuse Grant and/or SBRNET's Asset Forfeiture account and the CITY agrees to defer their full JAG 2013 allocation of \$23,954 to the Probation Department and District Attorney's Office for the support of SBRNET and the CITY agrees to provide a team member to the 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 SBRNET Program for the entire 12 months of the fiscal year (July 1, 2013 to June 30, 2014) or subject to monthly proration: and,

WHEREAS, the CITY and COUNTY agree that supplanting is prohibited under JAG and that proper supporting documentation will be made available to the COUNTY to ensure audit compliance: and,

WHEREAS, the COUNTY will 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 and as such is entitled to 10% of the total award to offset costs associated with administering the grant.

NOW THEREFORE, the COUNTY and CITY agree as follows:

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Section 2.

COUNTY agrees to use the full \$127,891 of the JAG award for the SBRNET Program for FY 2013-2014. This amount is derived from the allocation designated for the City of Lompoc of \$23,954, the City of Santa Barbara in the amount of \$27,608, and the amount of JAG disparate jurisdiction funds allotted to the City of Santa Maria and the COUNTY in the amount of \$76,329.

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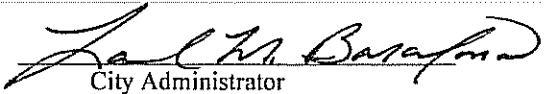
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COUNTY OF Santa Barbara, California

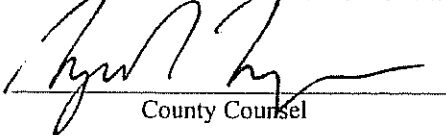
CITY OF Lompoc, California

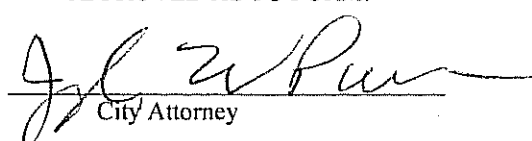
County Administrative Officer


City Administrator

ATTEST: APPROVED AS TO FORM:

APPROVED AS TO FORM:


County Counsel


City Attorney

Attachment A

GMS APPLICATION NUMBER: 2013-H4382-CA-DJ

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

1

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SANTA BARBARA, CA
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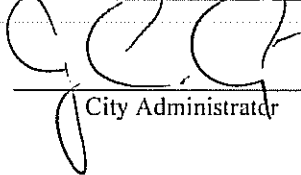
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COUNTY OF Santa Barbara, California

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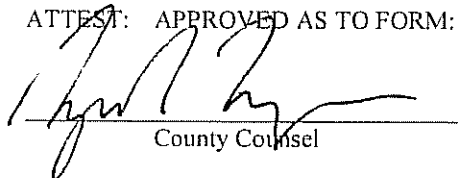
County Administrative Officer




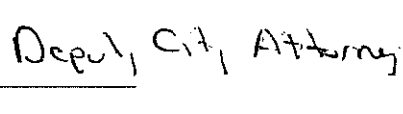
City Administrator

ATTEST: APPROVED AS TO FORM:

APPROVED AS TO FORM:



County Counsel

City Attorney