SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 6/17/09
Source Code: SHERF
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Index: --Letter of the Sheriff -Coroner, dated June 5, 2009

Item: 32. AUTHORIZED the Sheriff-Coroner to apply for the Edward Byrne Memorial Justice Assistance Grant funds in the amount of $33,505 and enter into an inter-local agreement with the City of Santa Cruz, as recommended by the Sheriff-Coroner

County of Santa Cruz

Sheriff-Coroner
701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831) 454-2340 FAX: (831) 454-2353

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: 6/23/09
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY [signature] DEPUTY

Phil Wowak
Sheriff-Coroner

June 5,2009

Agenda: June 23,2009

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, California 95060

RE: Edward Byrne Memorial Justice Assistance Grant Application

Dear Members of the Board:

The Sheriffs Office has received notification to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Fiscal Year 2009. JAG blends the previous Byrne Formula and Local Law Enforcement Block (LLEBG) Grant Programs to support a broad range of activities to prevent and control crime based on local needs and conditions. This letter is to provide background information, authorize the Sheriff-Coroner to apply for the Edward Byrne Memorial Justice Assistance Grant and enter into an inter-local agreement with the City of Santa Cruz.

In 2005, Congress established the JAG program to streamline justice funding and grant administration. The JAG Program allows states, tribes and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice.

As part of this award allocation, any law enforcement agency that previously received funding under Byrne or LLEBG is also eligible for JAG funding. The County and City of Santa Cruz have previously received funding under the LLEBG program. This funding award requires the Sheriffs Office and City of Santa Cruz to complete and submit an inter-local agreement specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used. Under the fiscal year 2009 JAG funding

distribution, the City of Santa Cruz will receive **$53,322** and the Sheriff's Office will receive **$33,505.**

The Sheriffs Office portion will be used to purchase a phone extraction device which has the ability to copy suspects' movies and photos off cell phones, Nomex gear which is flame resistant protective clothing, security cameras and a metal detector for Juvenile Hall, and 12 desktop PC's.

The City of Santa Cruz Police Department intends to use this funding to purchase a patrol vehicle in the amount of **$55,322.**

The Sheris Office will return to the Board of Supervisors for final approval and acceptance of unanticipated revenue once funding is received.

IT IS THEREFORE RECOMMENDED that your Board:

1) Authorize the Sheriff-Coroner to apply for the Edward Byrne Memorial Justice Assistance Grant and enter into an inter-local agreement with the City of Santa Cruz.

Very truly yours,

Phil Wowak
Sheriff-Coroner

RECOMMENDED:

Susan A. Mauriello
County Administrative Officer

cc: Auditor Controller, Sheriff-Coroner, CAO

GMS APPLICATIONS NUMBER _____

INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ, CA AND
THE CITY OF SANTA CRUZ, CA

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into the __ day of _____ 2009, by and between the County of Santa Cruz, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as the COUNTY, and the City of Santa Cruz, acting by and through its governing body, the City Council, hereinafter referred to as the CITY, both of Santa Cruz County, State of California, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of government functions hereunder, shall make the performance of those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of the Agreement is in the best interest 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 CITY agrees to provide the COUNTY with $33,505 of the funds for the current fiscal year. CITY and COUNTY agree that this year's allocation of funds in this grant will not affect future JAG program awards. To be used for the Law Enforcement Programs including, but not limited to, planning, evaluation, and technology improvement programs;

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1
CITY agrees to pay COUNTY a total of $33,505 of the JAG funds for this fiscal year.

Section 2
CITY agrees to use the balance of funds for Law Enforcement Programs including, but not limited to, planning, equipment, evaluation, and technology improvement programs.

Section 3
Nothing in the performance of the Agreement shall impose any liability for claims against COUNTY.

GMS APPLICATIONS NUMBER _____

Section4

Nothing in the performance of the Agreement shall impose any liability for claims against CITY.

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 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 the Agreement, the parties do not intend to create any obligations expressed or implied other than those set our herein; further, the Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF SANTA CRUZ

PHIL WOWAK
SHERIFF-CORONER

COUNTY OF SANTA CRUZ, CA

SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

Approved as to form:

6/23/09

COUNTY OF SANTA CRUZ
ASST. COUNTY COUNSEL
JASON HEATH

CITY OF SANTA CRUZ

HOWARD SKERRY
CHIEF OF POLICE

CITY OF SANTA CRUZ, CA

RICHARD WILSON
CITY MANAGER

6-8-09

CITY OF SANTA CRUZ
CITY ATTORNEY