



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 7, 2009

SUBJECT: Waiver of 2009 Byrne Justice Assistance Grant Program Funds

Report in Brief

The federal government provides funding to local governments for law enforcement purposes through the Byrne Justice Assistance grant program. Locally, law enforcement agencies have used Byrne grants to fund collaborative projects within the county. Staff continues to support this approach as it has generated positive results and fostered regional collaboration in the arrest, investigation and prosecution of narcotics cases.

Staff recommends that the City Council approve and authorize the City Manager to sign an agreement to waive any partial interest in the 2009 Byrne Justice Assistance Grant Program.

Background

The U.S. Department of Justice, Bureau of Justice Assistance, awards grant funds to local units of government through the Byrne Justice Assistance Grant (JAG). These grants support a broad range of activities to prevent and control crime and to improve the criminal justice system. The award amount is based on population and crime statistics, as well as law enforcement expenditure data. The City of Woodland's 2009 JAG award is \$16,348.

The City and County have been certified by DOJ to be "disparate jurisdictions." Disparate jurisdictions certification means the City is scheduled to receive one and one-half times more JAG funding than the County, and the County bears more than 50 percent of the costs of prosecution or incarceration that arise for Part 1 violent crimes reported by the City. The cities of Davis and West Sacramento are also disparate jurisdictions with the County. As disparate jurisdictions the Cities and the County must agree on how JAG funding will be distributed and must file a joint application.

Law enforcement agencies in Yolo County have historically designated the combined JAG awards to enhance regional narcotics enforcement. The JAG funds have been used to partially fund a Deputy District Attorney to prosecute narcotics cases and a DA Investigator assigned to the Yolo Narcotics Team (YONET).

Discussion

This grant funded staffing allows the District Attorney's office to vertically prosecute major narcotics cases. YONET (Yolo Narcotics Enforcement Team) is a multi-agency team that assumes the lead role in major narcotics investigations in Yolo County. Woodland is a member of YONET and assigns one detective to the team. In 2008 YONET's efforts resulted in 222 felony narcotic arrests with 66 of those arrests originating in Woodland. During the same year Woodland led the county in the seizure of bulk marijuana, hashish, and pseudoephedrine, a key ingredient in the manufacture of methamphetamine. YONET's efforts are greatly aided by the Deputy District Attorney assigned to prosecute narcotic cases and partially funded by JAG. The DDA assists with all aspects of felony narcotics investigation including fielding legal questions that arise during an extended investigation, reviewing warrant affidavits, and the prosecution of suspects. This expertise is important in order to maximize penalties for narcotics distributors and manufacturers. The participation of the DA investigator provides greater depth and some continuity to the YONET team.

The City of Woodland could seek to retain JAG funding however as "disparate jurisdictions" an agreement on how to redistribute these funds must be reached with the other agencies in the County. Additionally, retaining any grant funds by the City would require City staff to separately track grant expenditures and submit required reports to the Department of Justice. Separate management of the JAG award by the City would add administrative costs and would therefore dilute the impact JAG funding currently has on a community crime problem.

The countywide consolidation of JAG funds allows the District Attorney's office to maintain a focus on narcotics prosecution and provides a good value for the citizens of Woodland. The law enforcement administrators of Yolo County continue to support this joint effort. In order to continue this regional collaboration in the arrest, investigation and prosecution of narcotics cases, the City Council must take an action to waive the City of Woodland's 2009 Byrne Justice Assistance Grant Program Award in order to provide continued support of the Yolo Narcotics Enforcement team.

Fiscal Impact

The City of Woodland's 2009 Byrne Justice Assistance Grant award is \$16,348. Waiver of this award as described herein will support the continued regional law enforcement collaboration provided by YONET without impact to the General Fund or other City funds.

Public Contact

This item was included in the posting of the City Council agenda.

Alternative Courses of Action

1. Approve and authorize the City Manager to sign an agreement to waive any partial interest in the 2009 Byrne Justice Assistance Grant Program.
2. Direct staff to seek agreement to redistribute some JAG funding directly to the City.
3. Direct staff to seek agreement to redirect JAG funding for other criminal justice purposes.
4. Forfeit Byrne Justice Assistance Grant funding.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Carey F. Sullivan
Chief of Police

Mark G. Deven
City Manager

Attachment: Interlocal Agreement between the City of Woodland, CA and
County of Yolo, CA report

GMS APPLICATION NUMBER _____

CITY SECRETARY
CONTRACT NO. _____

THE STATE OF CALIFORNIA

KNOW ALL BY THESE PRESENT

COUNTY OF YOLO

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WOODLAND, CA AND COUNTY OF YOLO, CA**

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 29th day of May, 2009, by and between The COUNTY of YOLO acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of WOODLAND, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of YOLO County, State of CALIFORNIA, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 53190, 53194.5 Government Code: and

WHEREAS, each governing body, 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, each governing body 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 CITY agrees to provide the COUNTY \$16,348 from the JAG award for the 2009 Byrne Justice Assistance Program: and

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

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NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$16,348 of JAG funds.

Section 2.

COUNTY agrees to use all available 2009 Byrne Justice Assistance Program toward the continuation of the Yolo Narcotics Team Unit, a program administered by the Yolo County District Attorney, until June 30, 2010.

GMS APPLICATION NUMBER _____

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.

CITY OF WOODLAND, CA

COUNTY OF YOLO, CALIFORNIA

City Manager

County Judge

ATTEST:

City Secretary

Assistant Chief Deputy District Attorney

APPROVED AS TO FORM:

City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).