

THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

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

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 27<sup>th</sup> day of June, 2016, by and between The County of Santa Barbara, acting by and through its County Executive Officer or designee, hereinafter referred to as the COUNTY, and the City of Lompoc, acting by and through its City Manager or designee, hereinafter referred to as the CITY, both of Santa Barbara County, State of California, witnesseth:

**WHEREAS**, this Agreement is made for the purpose of jointly applying for an award of Federal Fiscal Year 2016 Justice Assistance Grant (JAG) Program funds (JAG Funds); and

**WHEREAS**, the COUNTY has been allocated JAG funds in the amount of \$22,490, and the CITY has been allocated JAG Funds in the amount of \$15,020, for a total amount of \$37,510, as the aggregate allocation to the CITY and COUNTY; and

**WHEREAS**, the COUNTY anticipates receiving as the applicant and fiscal agent under the JAG Program, an aggregate allocation of \$108,100 of JAG Funds derived from the sum of the allocations to the CITY, COUNTY, Santa Barbara City and Santa Maria City, to be used for the Santa Barbara Regional Crime Abatement Team (SBRCAT) Program; and

**WHEREAS**, the CITY anticipates the COUNTY will utilize the available aggregate Local JAG funds administered by the COUNTY, over the course of the 4 year JAG funded project toward the costs of leasing and operating the SBRCAT program facility, and the CITY anticipates the COUNTY will utilize the remaining aggregate JAG funds to reimburse the CITY and other participating local law enforcement agencies for costs incurred by the CITY while participating in or supporting SBRCAT investigations and operations, over the course of the 4 year JAG funded project.

**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 \$15,020 from the JAG award for the SBRCAT Program: and

**WHEREAS**, the CITY and COUNTY agree that supplanting is prohibited under the JAG program;

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

Section 1

The CITY agrees to participate in a joint application for the award of JAG Funds to be used toward the operation of the SBRCAT Program, and to designate its allocation of JAG Funds in the amount of \$15,020, as part of a joint JAG project proposal. The CITY further authorizes the COUNTY to submit a joint application/ JAG project proposal to the Department of Justice for the 2016 Byrne Justice Assistance Grant (JAG) Program.

Section 2

COUNTY shall serve as the applicant and fiscal agent that shall submit the joint application for the aggregate allocation of JAG Funds in the total amount of \$108,100, derived from the sum of the allocations to the CITY, COUNTY, Santa Barbara City and Santa Maria City, to be used for the Santa Barbara Regional Crime Abatement Team (SBRCAT) Program.

Section 3

The CITY agrees that the CITY's allocation of JAG Funds may be distributed by the COUNTY to other SBRCAT member agencies to be used for the operation of the SBRCAT Program. The COUNTY agrees to utilize JAG Funds to pay the rent and operating costs for the SBRCAT facility and to reimburse the CITY for costs incurred by the CITY while participating in or supporting SBRCAT investigations and operations; utilizing available aggregate Local JAG funds administered by the COUNTY, over the course of the 4 year JAG funded project.

Section 4

The CITY agrees to have COUNTY administer the total amount of JAG Funds awarded to COUNTY and the CITY pursuant to the joint application. As the administrator, COUNTY shall be responsible for the administration of the joint JAG Funds awarded; monitoring the award; submitting reports, including performance measure and program assessment data; and, providing ongoing technical assistance to the CITY and other subrecipients of the JAG Funds.

Section 5

Each party to this Agreement shall be responsible for its own actions under this Agreement and shall not be liable for any claims, actions, losses, liabilities, damages, judgments, costs, or expenses, including attorney's fees, that arise from, are connected with, or are related to any acts or omissions in the performance, attempted performance, or non-performance of this Agreement by the other party. The debts, liabilities, and obligations of each party shall not be debts, liabilities, and obligations of the other party.

Section 6

The CITY agrees to provide and make available to COUNTY proper supporting documentation to ensure audit compliance and compliance with all applicable legal requirements.

Section 7


The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement. This Agreement shall not create any rights in, for, or on behalf of any party not a signatory hereto.

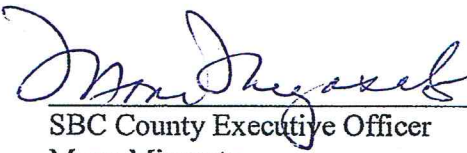
Section 8

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

CITY OF LOMPOC, CA

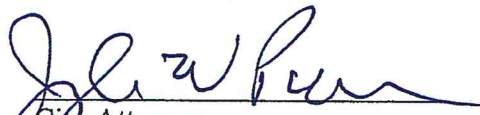
COUNTY OF SANTA BARBARA, CA

  
\_\_\_\_\_  
City Administrator  
Patrick Weimiller  
klemiller

  
\_\_\_\_\_  
SBC County Executive Officer  
Mona Miyasato

Attest:  
APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Michael C. Ghizzoni, County Counsel

  
\_\_\_\_\_  
City Attorney  
Joseph W. Pannone

  
\_\_\_\_\_  
By: Michelle Montez, Deputy County Counsel

THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SANTA BARBARA, CALIFORNIA AND COUNTY OF  
SANTA BARBARA, CALIFORNIA

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 27<sup>th</sup> day of June, 2016, by and between The County of Santa Barbara, acting by and through its County Executive Officer or designee, hereinafter referred to as COUNTY, and the City of Santa Barbara, acting by and through its City Administrator or designee, hereinafter referred to as CITY, both of Santa Barbara County, State of California, witnesseth:

**WHEREAS**, this Agreement is made for the purpose of jointly applying for an award of Federal Fiscal Year 2016 Justice Assistance Grant (JAG) Program funds (JAG Funds); and

**WHEREAS**, the COUNTY has been allocated JAG funds in the amount of \$22,490, and the CITY has been allocated JAG Funds in the amount of \$27,398, for a total amount of \$49,888, as the aggregate allocation to the CITY and COUNTY; and

**WHEREAS**, the COUNTY anticipates receiving as the applicant and fiscal agent under the JAG Program, an aggregate allocation of \$108,100 of JAG Funds derived from the sum of the allocations to the CITY, COUNTY, City of Lompoc and City of Santa Maria, to be used for the Santa Barbara Regional Crime Abatement Team (SBRCAT) Program; and

**WHEREAS**, the CITY anticipates the COUNTY will utilize the available aggregate Local JAG funds administered by the COUNTY, over the course of the 4 year JAG funded project toward the costs of leasing and operating the SBRCAT program facility, and the CITY anticipates the COUNTY will utilize the remaining aggregate JAG funds to reimburse the CITY and other participating local law enforcement agencies for costs incurred by the CITY while participating in or supporting SBRCAT investigations and operations, over the course of the 4 year JAG funded project.

**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 \$27,398 from the JAG award for the SBRCAT Program: and

**WHEREAS**, the CITY and COUNTY agree that supplanting is prohibited under the JAG program;

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

Section 1

The CITY agrees to participate in a joint application for the award of JAG Funds to be used toward the operation of the SBRCAT Program, and to designate its allocation of JAG Funds in the amount of \$27,398, as part of a joint JAG project proposal. The CITY further authorizes the COUNTY to submit a joint application/ JAG project proposal to the Department of Justice for the 2016 Byrne Justice Assistance Grant (JAG) Program.

Section 2

COUNTY shall serve as the applicant and fiscal agent that shall submit the joint application for the aggregate allocation of JAG Funds in the total amount of \$108,100, derived from the sum of the allocations to the CITY, COUNTY, City of Lompoc and City of Santa Maria, to be used for the Santa Barbara Regional Crime Abatement Team (SBRCAT) Program.

Section 3

The CITY agrees that the CITY's allocation of JAG Funds may be distributed by the COUNTY to other SBRCAT member agencies to be used for the operation of the SBRCAT Program. The COUNTY agrees to utilize JAG Funds to pay the lease and operating costs for the SBRCAT facility and to reimburse the CITY for costs incurred by the CITY while participating in or supporting SBRCAT investigations and operations; utilizing available aggregate Local JAG funds administered by the COUNTY, over the course of the 4 year JAG funded project.

Section 4

The CITY agrees to have COUNTY administer the total amount of JAG Funds awarded to COUNTY and the CITY pursuant to the joint application. As the administrator, COUNTY shall be responsible for the administration of the joint JAG Funds awarded; monitoring the award; submitting reports, including performance measure and program assessment data; and, providing ongoing technical assistance to the CITY and other subrecipients of the JAG Funds.

Section 5

Each party to this Agreement shall be responsible for its own actions under this Agreement and shall not be liable for any claims, actions, losses, liabilities, damages, judgments, costs, or expenses, including attorney's fees, that arise from, are connected with, or are related to any acts or omissions in the performance, attempted performance, or non-performance of this Agreement by the other party. The debts, liabilities, and obligations of each party shall not be debts, liabilities, and obligations of the other party.

Section 6

The CITY agrees to provide and make available to COUNTY proper supporting documentation to ensure audit compliance and compliance with all applicable legal requirements.

Section 7

The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement. This Agreement shall not create any rights in, for, or on behalf of any party not a signatory hereto.

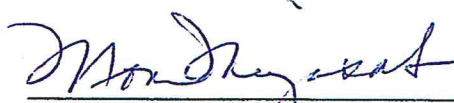
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CITY OF SANTA BARBARA, CA


COUNTY OF SANTA BARBARA, CA

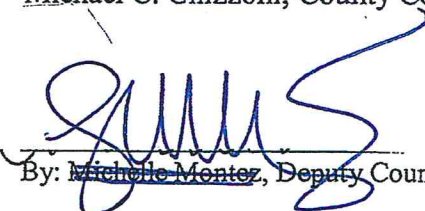
  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
SBC County Executive Officer  
Mona Miyasato

Attest:  
APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Michael C. Ghizzoni, County Counsel

  
\_\_\_\_\_  
City Attorney  
John S. Daines  
Deputy City Attorney

  
\_\_\_\_\_  
By: ~~Michelle Montez~~, Deputy County Counsel  
SUSAN MCKENZIE, DCC

THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

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

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**WHEREAS**, this Agreement is made for the purpose of jointly applying for an award of Federal Fiscal Year 2016 Justice Assistance Grant (JAG) Program funds (JAG Funds); and

**WHEREAS**, the CITY has been certified as a disparate jurisdiction under the JAG Program; and

**WHEREAS**, the COUNTY has been allocated JAG funds in the amount of \$22,490, and the CITY has been allocated JAG Funds in the amount of \$43,192, for a total amount of \$65,682, as the aggregate allocation to the CITY and COUNTY; and

**WHEREAS**, the COUNTY anticipates receiving as the applicant and fiscal agent under the JAG Program, an aggregate allocation of \$108,100 of JAG Funds derived from the sum of the allocations to the CITY, COUNTY, City of Santa Barbara and the City of Lompoc, to be used for the Santa Barbara Regional Crime Abatement Team (SBRCAT) Program; and

**WHEREAS**, the CITY anticipates the COUNTY will utilize the available aggregate Local JAG funds administered by the COUNTY, over the course of the 4 year JAG funded project toward the costs of leasing and operating the SBRCAT program facility, and the CITY anticipates the COUNTY will utilize the remaining aggregate JAG funds to reimburse the CITY and other participating local law enforcement agencies for costs incurred by the CITY while participating in or supporting SBRCAT investigations and operations, over the course of the 4 year JAG funded project.

**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 \$43,192 from the JAG award for the SBRCAT Program: and

**WHEREAS**, the CITY and COUNTY agree that supplanting is prohibited under the JAG program;

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

Section 1

The CITY agrees to participate in a joint application for the award of JAG Funds to be used toward the operation of the SBRCAT Program, and to designate its allocation of JAG Funds in the amount of \$43,192, as part of a joint JAG project proposal. The CITY further authorizes the COUNTY to submit a joint application/ JAG project proposal to the Department of Justice for the 2016 Byrne Justice Assistance Grant (JAG) Program.

Section 2

COUNTY shall serve as the applicant and fiscal agent that shall submit the joint application for the aggregate allocation of JAG Funds in the total amount of \$108,100, derived from the sum of the allocations to the CITY, COUNTY, City of Santa Barbara and City of Lompoc, to be used for the Santa Barbara Regional Crime Abatement Team (SBRCAT) Program.

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The CITY agrees that the CITY's allocation of JAG Funds may be distributed by the COUNTY to other SBRCAT member agencies to be used for the operation of the SBRCAT Program. The COUNTY agrees to utilize JAG Funds to pay the rent and operating costs for the SBRCAT facility and to reimburse the CITY for costs incurred by the CITY while participating in or supporting SBRCAT investigations and operations; utilizing available aggregate Local JAG funds administered by the COUNTY, over the course of the 4 year JAG funded project.

Section 4

The CITY agrees to have COUNTY administer the total amount of JAG Funds awarded to COUNTY and the CITY pursuant to the joint application. As the administrator, COUNTY shall be responsible for the administration of the joint JAG Funds awarded; monitoring the award; submitting reports, including performance measure and program assessment data; and, providing ongoing technical assistance to the CITY and other subrecipients of the JAG Funds.

Section 5

Each party to this Agreement shall be responsible for its own actions under this Agreement and shall not be liable for any claims, actions, losses, liabilities, damages, judgments, costs, or expenses, including attorney's fees, that arise from, are connected with, or are related to any acts or omissions in the performance, attempted performance,



or non-performance of this Agreement by the other party. The debts, liabilities, and obligations of each party shall not be debts, liabilities, and obligations of the other party.

Section 6

The CITY agrees to provide and make available to COUNTY proper supporting documentation to ensure audit compliance and compliance with all applicable legal requirements.

Section 7

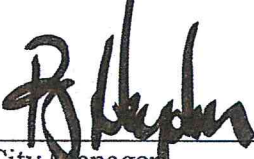
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CITY OF SANTA MARIA, CA


COUNTY OF SANTA BARBARA, CA

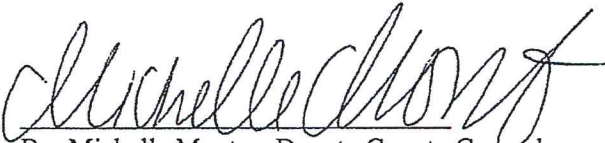
  
\_\_\_\_\_  
City Manager  
Rick Haydon

  
\_\_\_\_\_  
SBC County Executive Officer  
Mona Miyasato

Attest:  
APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Michael C. Ghizzoni, County Counsel

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
By: Michelle Montez, Deputy County Counsel