Attachment A

GMS APPLICATION NUMBER: 2008-F5351-CA-DJ

(Mandatory)

THE STATE OF CALIFORNIA COUNTY OF SANTA BARBARA

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

2008 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this first day of July, 2008, 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 Barbara, 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 and the CITY agree to use \$42,821 from the JAG award for the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) program and costs associated with personnel assigned to the program by participating agencies: and,

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to contribute all JAG funds to support the SBRNET Program for FY 2008-09.

Section 2.

COUNTY agrees to use \$42,821 for the SBRNET Program for FY 2008-09.

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(Mandatory)

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

County Administrative Officer

CITY OF Santa Barbara, California Administrator Cit

APPROVED AS TO FORM: ÉŞT: County Counsel

APPROVED AS TO FORM:

t, West Ury attorney City Attorney

Attachment A

GMS APPLICATION NUMBER: 2008-F5351-CA-DJ

(Mandatory)

THE STATE OF CALIFORNIA COUNTY OF SANTA BARBARA

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

2008 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this first day of July, 2008, 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 and the CITY agree to use \$42,821 from the JAG award for the Santa Barbara Regional Narcotic Enforcement Team (SBRNET) program and costs associated with personnel assigned to the program by participating agencies: and,

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to contribute all JAG funds to support the SBRNET Program for FY 2008-09.

Section 2.

COUNTY agrees to use \$42,821 for the SBRNET Program for FY 2008-09.

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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.

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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.

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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

County Administrative Officer

CITY OF Santa Maria, California

City Administrator

APPROVED AS TO FORM: TEST: County Counset

APPROVED AS TO FORM: Attorney