

Attachment A

GMS APPLICATION NUMBER: 2012-H1522-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**

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this eighth day of May, 2012, 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 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 the full JAG 2012 allocation of \$128,786 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 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 full JAG 2012 allocation of \$128,786 to the Probation Department and District Attorney's Office for the support of SBRNET.

Section 2.

COUNTY agrees to use \$128,786 of the JAG award for the SBRNET Program for FY 2012-2013.

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.

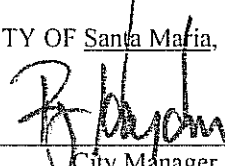
Section 7.

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

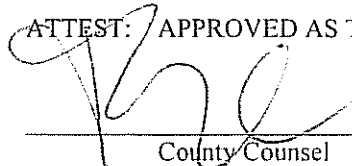
CITY OF Santa Maria, California

County Administrative Officer



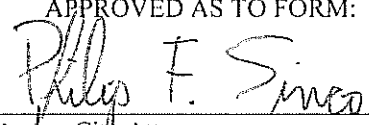
City Manager

ATTEST: APPROVED AS TO FORM:



County Counsel

APPROVED AS TO FORM:



Asst. City Attorney

Attachment A

GMS APPLICATION NUMBER: 2012-H1522-CA-DJ

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

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

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this eighth day of May, 2012, 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 the full JAG 2012 allocation of \$128,786 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 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 full JAG 2012 allocation of \$128,786 to the Probation Department and District Attorney's Office for the support of SBRNET.

Section 2.

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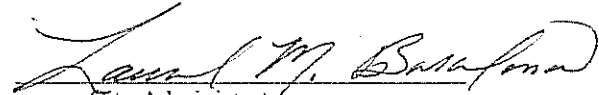
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COUNTY OF Santa Barbara, California

CITY OF Lompoc, California

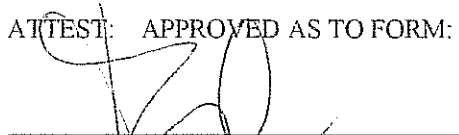
County Administrative Officer



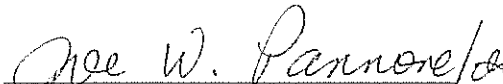
City Administrator

ATTEST: APPROVED AS TO FORM:

APPROVED AS TO FORM:



County Counsel



City Attorney

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COUNTY OF SANTA BARBARA**

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

CITY OF Santa Barbara, California

County Administrative Officer

City Administrator

ATTEST: APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

City Attorney