### Attachment A

GMS APPLICATION NUMBER: 2013-H4382-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

### 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ninth day of July, 2013, 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 Manager, 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 defer the amount of JAG disparate jurisdiction funds allotted to the CITY and the COUNY in the amount of \$76,329 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 (July 1, 2013 to June 30, 2014) 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.

# GMS APPLICATION NUMBER: 2013-H4382-CA-DJ

(Mandatory cont'd page 2)

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 amount of JAG disparate jurisdiction funds allotted to the CITY and the COUNY in the amount of \$76,329 to the Probation Department and District Attorney's Office for the support of SBRNET.

### Section 2.

COUNTY agrees to use the full \$127,8910f the JAG award for the SBRNET Program for FY 2013-2014. This amount is derived from the allocation designated for the City of Lompoc of \$23,954, the City of Santa Barbara in the amount of \$27,608, and the amount of JAG disparate jurisdiction funds allotted to the CITY and the COUNY in the amount of \$76,329.

### 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 Marie, California
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County Administrative Officer	City Manager

ATTEST: APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM

City Anorney

### Attachment A

GMS APPLICATION NUMBER: 2013-H4382-CA-DJ

THE STATE OF CALIFORNIA COUNTY OF SANTA BARBARA

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

# 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ninth day of July, 2013, 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 their full JAG 2013 allocation of \$23,954 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 (July 1, 2013 to June 30, 2014) 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.

### GMS APPLICATION NUMBER: 2013-H4382-CA-DJ

(Mandatory cont'd page 2)

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

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### Section 2.

COUNTY agrees to use the full \$127,8910f the JAG award for the SBRNET Program for FY 2013-2014. This amount is derived from the allocation designated for the City of Lompoc of \$23,954, the City of Santa Barbara in the amount of \$27,608, and the amount of JAG disparate jurisdiction funds allotted to the City of Santa Maria and the COUNY in the amount of \$76,329.

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### 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 Lompoc, California

County Administrative Officer

City Administrator

ATTEST: APPROVED AS TO FORM:

County Countel

APPROVED AS TO FORM:

City Attorney

### Attachment A

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# THE STATE OF CALIFORNIA COUNTY OF SANTA BARBARA

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

### 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

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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 their full JAG 2013 allocation of \$27,608 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 (July 1, 2013 to June 30, 2014) 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.

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### Section 2.

COUNTY agrees to use the full \$127,8910f the JAG award for the SBRNET Program for FY 2013-2014. This amount is derived from the allocation designated for the City of Lompoc of \$23,954, the City of Santa Barbara in the amount of \$27,608, and the amount of JAG disparate jurisdiction funds allotted to the City of Santa Maria and the COUNY in the amount of \$76,329.

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### Section 7.

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COUNTY OF Santa Barbara, California	CITY OF Santa Barbara, California
County Administrative Officer	City Administratedr

ATTEST: APPROVED AS TO FORM:

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County Counsel

APPROVED AS TO FORM:

Deput, Cit, Attary

City Attorney

# **SBRNET FY 13-14 PROPOSED BUDGET**

# FY 13-14 ALLOCATION:

0.0,1.00	•	10,100	111,000	
215 <b>7</b> 08	Э	10100	127 891	TOTALS
63,000	0	0	0	Santa Maria Police Dept.
63,000	0	0	0	Santa Barbara Police Dept.
52,900	0	10,100	0	Guadalupe Police Dept.
63,000	0	0	0	Lompoc Police Dept.
63,000	0	0	0	SBSO
10,898	0	0.	52,102	DA
0	0	0	63,000	Probation
0	0	0	0	Travel (2 staff to Sacramento)
. 0	0	0	12,789	Admin
FY 13-14	FY 13-14	.FY 13-14	FY 13-14	Agency
315,798	0	10,100	127,891	Allocation Amounts>
Forfeiture	2013	2012 Rollover	2013	
Asset	BSCC ADA	BSCC ADA	JAG	
		453,789	13-14 Budget:	Total SBRNET FY13-14 Budget
		315,798	Asset Forfeiture:	A:
-		0	BSCC ADA 2013:	BS
		10,100	BSCC ADA 2012:	BS
			ocation = \$27,608	Santa Barbara City Allocation = \$27,608
			Lompoc City Allocation = \$23,954	Lompoc City All
			SB County Allocation = \$76,329	SB County All
		127,891	JAG 2013:	

315,798

453,789

Total SBRNET

FY 13-14

12,789

10,898 63,000 63,000 52,900 63,000 63,000 315,798

63,000 63,000 63,000 63,000 63,000 63,000 63,000