

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

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ___ day of _____, 20__, 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.

WHEREAS, the Agreement is made for the purpose of jointly applying for an award of Federal Fiscal Year 2023 Justice Assistance Grant Program funds (JAG Funds); and

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

WHEREAS, COUNTY has been allocated JAG Funds in the amount of \$18,887.00 and CITY has been allocated JAG Funds in the amount of \$33,147.00 for a total amount of \$52,034.00 as the aggregate allocation to CITY and COUNTY; and

WHEREAS, COUNTY anticipates receiving, as the applicant and fiscal agent under the JAG Program, an aggregate allocation of \$122,375.00 of JAG Funds derived from the sum of the allocations to CITY, to COUNTY and to the cities of Lompoc and Santa Maria, to be used for the Santa Barbara Sheriff's Bomb Squad (a county-wide response team); and

WHEREAS, CITY anticipates COUNTY will utilize the available aggregate local JAG Funds administered by COUNTY, over the course of the JAG funded project toward the costs of maintaining, equipping and training the Santa Barbara Bomb Squad (a county-wide response team), and CITY anticipates COUNTY will utilize the remaining aggregate JAG Funds to reimburse CITY and other participating local law enforcement agencies for costs incurred by CITY while participating in or supporting maintaining, equipping and training the Santa Barbara Bomb Squad, over the course of the JAG funded project; and

WHEREAS, the governing bodies of COUNTY and CITY find the performance of the Agreement is in the best interests of both parties, the undertaking will benefit the public, and the division of costs fairly compensates the performing party for the services or functions under the Agreement; and

WHEREAS, CITY agrees to provide COUNTY \$33,147.00 from the JAG award solely for the Santa Barbara Bomb Squad; and

WHEREAS, CITY and COUNTY agree supplanting is prohibited under the JAG Program.

NOW THEREFORE, COUNTY and CITY agree as follows:

Section 1

CITY agrees to participate in a joint application for the award of JAG Funds to be used toward the maintaining, equipping and training the Santa Barbara Bomb Squad (a county-wide response team) and to designate its allocation of JAG Funds in the amount of \$33,147.00 as part of a joint JAG Project proposal. CITY further authorizes COUNTY to submit a joint application / JAG Project proposal to the Department of Justice for the 2023 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 \$122,375.00 derived from the sum of the allocations to CITY, to COUNTY and to the cities of Lompoc and Santa Maria, to be used for the Santa Barbara Bomb Squad.

Section 3

CITY agrees CITY's allocation of JAG Funds may be distributed by COUNTY to other member agencies, to be used for the operation of the Santa Barbara Bomb Squad. COUNTY agrees to utilize JAG Funds solely to pay for maintaining, equipping and training the Santa Barbara Bomb Squad, and to reimburse CITY for the costs incurred by CITY while participating in or supporting the maintenance, equipping and training of the Santa Barbara Bomb Squad, utilizing available aggregate local JAG Funds administered by COUNTY, over the course of the JAG Funded Project.

Section 4

CITY agrees to have COUNTY administer the total amount of JAG Funds awarded to the COUNTY and to 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 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 the 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

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

CITY OF SANTA BARBARA

COUNTY OF SANTA BARBARA




Rebecca Bjork (Nov 16, 2023 12:15 PST)
Rebecca Bjork
City Administrator

Mona Miyasato
SBC County Executive Officer

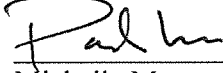
Attest:

APPROVED AS TO FORM:
Sarah J. Knecht, City Attorney



John Doimas
Assistant City Attorney

APPROVED AS TO FORM:
Rachel Van Mullem, County Counsel



~~Michelle Montez~~ Paul Lee
Division Chief County Counsel