

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

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

2019 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 2019 Justice Assistance Grant (JAG) Program funds (JAG Funds); and

WHEREAS, the COUNTY has been allocated JAG Funds in the amount of \$18,809 and the CITY has been allocated JAG Funds in the amount of \$26,632 for a total amount of \$45,441 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 \$93,762 of JAG Funds derived from the sum of the allocations to the CITY, COUNTY and 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, the CITY anticipates the COUNTY will utilize the available aggregate Local JAG Funds administered by the COUNTY, over the course of the JAG funded project toward the costs of maintaining and equipping the Santa Barbara Bomb Squad (a county wide response team), 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 maintaining and equipping the Santa Barbara Bomb Squad (a county wide response team), over the course of the JAG funded project.

WHEREAS, the governing bodies of the COUNTY and the 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, the CITY agrees to provide the COUNTY \$26,632 from the JAG award solely for the Countywide Bomb Squad; and

WHEREAS, the CITY and COUNTY agree 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 maintaining and equipping the Santa Barbara Bomb Squad (a county wide response team) and to designate its allocation of JAG Funds in the amount of \$26,632 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 2019 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 \$93,762 derived from the sum of the allocations to the CITY, COUNTY and cities of Lompoc and Santa Maria, to be used for the Countywide Bomb Squad.

Section 3

The CITY agrees the CITY's allocation of JAG Funds may be distributed by the COUNTY to other member agencies, to be used for the operation of the Countywide Bomb Squad. The COUNTY agrees to utilize JAG Funds solely to pay for maintaining and equipping the Santa Barbara Bomb Squad (a county wide response team) and to reimburse the CITY for the costs incurred by the CITY while participating in or supporting the maintenance and equipping of the Santa Barbara Bomb Squad (a county wide response team), utilizing available aggregate Local JAG Funds administered by the COUNTY, over the course of the JAG Funded Project. If any funds allocated by the City are not used for maintaining and equipping the Santa Barbara Bomb Squad, then the County will return to the City, any money not used.

Section 4

The CITY agrees to have COUNTY administer the total amount of JAG Funds awarded to the COUNTY and the CITY pursuant to the joint application. As the administrator, the 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 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

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

CITY OF SANTA BARBARA, CA

COUNTY OF SANTA BARBARA, CA

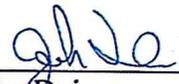


Paul Casey
City Administrator

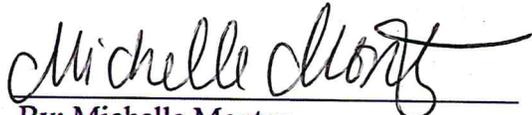
Mona Miyasato
SBC County Executive Officer

Attest:
APPROVED AS TO FORM:

APPROVED AS TO FORM:
Rachel Van Mullem, County Counsel



John Doimas
Assistant City Attorney



By: Michelle Montez
Deputy County Counsel