

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

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 Maria, acting by and through its City Manager, 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 (JAG) Program funds (JAG Funds); and

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

WHEREAS, the COUNTY has been allocated JAG Funds in the amount of \$18,887.00 and the CITY has been allocated JAG Funds in the amount of \$49,748.00 for a total amount of \$68,635.00 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 \$122,375.00 of JAG Funds derived from the sum of the allocations to the CITY, COUNTY and the cities of Lompoc and Santa Barbara, to be used for the Santa Barbara 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, equipping and training 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, equipping and training 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 \$49,748.00 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, 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 \$49,748.00 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 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 the CITY, COUNTY and cities of Lompoc and Santa Barbara, 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, equipping and training 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, equipping and training 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.

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 MARIA, CA

COUNTY OF SANTA BARBARA, CA

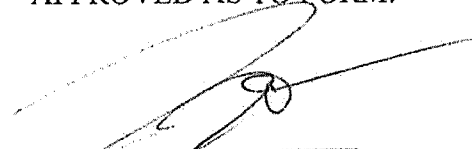


Alex Posada
Interim City Manager


Mona Miyasato
SBC County Executive Officer

Attest:
APPROVED AS TO FORM:

APPROVED AS TO FORM:
Rachel Van Mullem, County Counsel



Thomas Watson
City Attorney



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