MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF VISALIA, CA AND COUNTY OF TULARE, CA

2024 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 1st day of October 2024 by and between the County of Tulare, hereinafter referred to as County and the City of Visalia, hereinafter referred to as City, both of Tulare County, State of California with reference to the following:

WHEREAS, each governing body, 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, each governing body finds 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 was allocated by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) for Fiscal Year 2024 Edward Byrne Justice Assistance Grant (JAG) in the amount of $22,681: and

WHEREAS, the City was allocated by the U.S Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) for FY 2024 Edward Byrne Justice Assistance Grant in the amount of $41,630: and

WHEREAS, the allocation for City and County is considered a "Disparate Award Amount" by BJA because both the County and City qualify for a direct award, but the award amount for the City is 150% or more than the County award: and

WHEREAS, a joint grant application for the aggregate allocation of $64,311 is required due to the disparate allocation of federal funds: and

WHEREAS, the City and County believe it to be in their respective interests to enter into this Agreement and reallocate the County's JAG funds to the City for use toward a joint purchase program with the City titled VPD JAG 2024 Joint Purchase Program: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. City will submit a joint grant application on behalf of both the County and City for the aggregate allocation of $64,311.

Section 2. The grant application by the City will state that the funds shall be used for the purchase of fixed mount automatic license plate reader cameras. The cameras will be installed in locations identified as main thoroughfares that would have the most impact on Part One crimes in the City of

Visalia and in the communities and jurisdictions throughout Tulare County.

Section 3. The City and County agree to assign the City as the fiscal agent that will submit a joint application and follow the guidelines of the JAG 2024 Grant: The City shall be solely responsible for administering the grant, maintaining all required documentation, and submitting all required reporting. The City will comply with all 66 award conditions and sign the Certification and Assurances by the Chief Executive of the Applicant Government as required by the fiscal agent/applicant, signature by Tulare County is not required on this document.

Section 4. Nothing in this Agreement shall be construed to impose any liability for claims against County other than claims for which liability may be imposed under the Tort Claims Act found in the California Government Code.

Section 5. Nothing in this Agreement shall be constructed to impose any liability for claims against City other than claims for which liability may be imposed under the Tort Claims Act found in the California Government Code.

Section 6. 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 7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8. 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.

Section 9. The City and the County must abide by state/local policies and procedures regarding governing body review and public comment opportunity.

CITY OF VISALIA

_____
City Manager, Leslie Caviglia

_____
Chief of Police, Jason Salazar

APPROVED AS TO FORM:

_____
City Attorney

COUNTY OF TULARE

_____
Chair, Larry Micari

_____
Sheriff, Mike Boudreaux

_____

(Insert TC Counsel Stamp of Approval)