

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SALINAS AND COUNTY OF MONTEREY
2012 LOCAL SOLICITATION:
EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

RECITALS

This Agreement is made and entered into this May 14, 2012, by and between the **City of Salinas** and the **County of Monterey**, in support of the parties' application for a 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Program award from the Bureau of Justice Assistance (BJA), U.S. Department of Justice.

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 the Agreement is in the best interest 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 City of Salinas and County of Monterey are to receive a disparate allocation of JAG funds in the total amount of \$101,326; and

WHEREAS, the City of Salinas and County of Monterey intend to submit a joint application for the aggregate of funds to be allocated to them, specifying the amount of the funds that are to be distributed to each of them, and the purposes for which the funds will be used;

NOW, THEREFORE, the City of Salinas and County of Monterey agree as follows:

TERMS

1. Application for JAG Funds. The City of Salinas and County of Monterey are certified by BJA as disparate and shall submit a joint application by May 14, 2012, for the aggregate of funds to be allocated to them, specifying the amount of the funds that are to be distributed to each of them, and the purposes for which the funds will be used.

2. Allocation of JAG Funds. The City of Salinas and the County of Monterey agree to apportion the total Local Solicitation JAG award of **\$101,326**, in the following amounts:

City of Salinas	\$76,314
City of Salinas, for Administrative Costs	\$9,211
County of Monterey	\$15,801

3. Fiscal Agent for Receipt and Distribution of JAG Funds. The City of Salinas shall be the Fiscal Agent for the receipt of JAG funds, and as Fiscal Agent, shall be responsible for the oversight of the administration and distribution of the JAG funds. The City of Salinas shall be entitled to receive \$9,211 for services provided as Fiscal Agent.

4. Authorized Uses and Grant Requirements of JAG Funds. The City of Salinas and County of Monterey agree to develop individualized spending plans as to each party's respective grant allocation. Both parties to this Agreement, whether the actual grantee (the City of Salinas) or a subgrantee (the County of Monterey) shall comply with all conditions of the grant award as set forth in Attachment A and the Addendum to Attachment A, which are attached and incorporated by this reference. Both parties further agree to comply with all requirements set forth in the 2012 Local Solicitation: Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

5. Reporting Requirements of JAG Funds. Each party agrees to meet the reporting requirements of the JAG grant program, which requires detailed reporting, including reporting on subawards, not later than ten calendar days after the end of each calendar quarter. In order for the Fiscal Agent to comply with the reporting requirements of the JAG program, both parties shall provide a quarterly report to the Fiscal Agent no later than five calendar days after the end of each calendar quarter.

6. Establishment of Trust Fund(s). As Fiscal Agent for the receipt and distribution of JAG funds, the City of Salinas shall establish a trust fund in which to deposit the JAG funds. At the City of Salinas' discretion, the trust fund may or may not be an interest bearing account. The County of Monterey shall also establish a trust fund in which to deposit funds if they elect to receive JAG funds in advance.

7. Term of Agreement. This Agreement shall commence on May 14, 2012, and shall remain in full force and effect through the full appropriation of 2012 JAG funds.

8. Administrative Costs. The City of Salinas agrees to limit the expenditure of Local Solicitation JAG funds to be used for administrative costs to manage the Local Solicitation JAG funds, including the costs associated with submitting quarterly financial and annual progress reports as required by BJA.

9. Limits on Liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Salinas and County of Monterey, other than claims for which liability may be imposed by the California Torts Claims Act; further, each party to this Agreement shall 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.

10. Third Party Rights under Agreement. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

11. Rights and Obligations under Agreement. 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.

12. Termination. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in effect through the full period of appropriation of 2012 Local Solicitation JAG funds.

13. Notices. Unless otherwise provided in this Agreement, any notice, request, consent, instruction, or other document to be given under this Agreement by the City of Salinas or County of Monterey or to each other shall be in writing and shall be effective on the date received, as follows:

City of Salinas:

Ray E. Corpuz, Jr., City Manager
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901

County of Monterey:

Lew Bauman, Chief Administrative Officer
County of Monterey
168 W. Alisal St., 3rd floor
Salinas, CA 93901

14. Entire Agreement. This Agreement constitutes the entire agreement between the City of Salinas and County of Monterey relating to the 2012 JAG Local Solicitation funds and as the final expression of the parties with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. The City of Salinas and County of Monterey acknowledge that any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force unless it is in writing and signed by the City of Salinas and County of Monterey.

15. Modifications. No amendments to or changes to this Agreement may be made, except by a writing expressly authorized and signed by the City of Salinas and County of Monterey

16. Severability. It is the intent of the parties that in the event that any provision herein is held to be invalid, the remaining provisions shall continue in full force and effect unless enforcement of this Agreement so modified would frustrate the purposes of this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

//

//

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the the City of Salinas and County of Monterey have executed this Agreement on the date first written above.

City of Salinas

Ray E. Corpuz, Jr., City Manager

APPROVED AS TO FORM:

Vanessa W. Vallarta, City Attorney
By
Christopher A. Callihan, Assistant City Attorney

ATTEST:

Patricia Barajas, City Clerk

County of Monterey

Lew Bauman
County Administrative Officer

APPROVED AS TO FORM:

_____, County Counsel

ATTEST:

_____, County Clerk