



**District Attorney
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: April 7, 2009

Public Hearing Required	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)						
	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: William Yoshimoto PHONE: (559) 733-6411						

SUBJECT: Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, Single Joint Application

REQUEST(S):
That the Board of Supervisors:

1. Review and Approve the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, Single Joint Application, in the amount of \$1,170,789, through the U.S. Bureau of Justice Assistance (BJA).
2. Authorize the Board Chairman to sign the Memorandum of Understanding between the County of Tulare and the cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville regarding the distribution and use of Recovery Act JAG funds, for the period of June 1, 2009 through June 30, 2011, subject to approval as to form by County Counsel.

SUMMARY:
The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a).

SUBJECT: Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, Single Joint Application

DATE: April 7, 2009

Disparate Jurisdiction and Allocation of Funds: As a disparate jurisdiction, the County of Tulare, and the cities of Visalia, Tulare, Porterville, Lindsay, Exeter, Dinuba, Farmersville, and Woodlake are submitting a single joint application to the Bureau of Justice Assistance for the Edward Byrne Memorial JAG Formula Program, Local Solicitation, funded through the Recovery Act. The Tulare County District Attorney's Office, Sheriff's Department, and Probation Department are included.

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times that of a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. These crimes include murder and non-negligent manslaughter, forcible rape, robbery, and aggravated assault.

Each of the eleven entities agreed on how the funding would be distributed between them. The total JAG grant award for Tulare County, and the cities within it, is \$1,170,879, of which \$330,835 will be allocated to the County. JAG funds will be distributed in accordance with the attached grant application.

Memorandum of Understanding: The required Memorandum of Understanding (MOU) outlines each jurisdiction's allocation and use of funds. The MOU also states that the Tulare County District Attorney's Office will serve as the applicant/fiscal agent for the joint funds.

Alignment with Purpose of Recovery Act: The plan developed by the eleven jurisdictions and/or departments above will address two of the purposes of the Recovery Act:

- 1) To preserve and create jobs and promote economic recovery, and
- 2) To stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

Accountability and Transparency under the Recovery Act: In accordance with Recovery Act requirements, these federal JAG funds will not supplant or replace those funds that have been appropriated for the same purpose(s). As required for this Recovery Act funding, we will track all funds and expenditures associated with this JAG grant separately from other funding. Prior to drawing down JAG funds, a trust fund must be established in which to deposit the funds.

Governing Body Review and Public Comment: As required, the fiscal agent, the Tulare County District Attorney's Office is submitting the single joint JAG application to the governing body, the Tulare County Board of Supervisors, for review no fewer than 30 days before the application is submitted to BJA. An opportunity to comment is being provided to citizens and neighborhood or community organizations.

SUBJECT: Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, Single Joint Application

DATE: April 7, 2009

The District Attorney's Office requests that The Board of Supervisors approve the proposed application and associated MOU. Thirteen copies are attached for the signature of the Board Chairman: One for each of the cities, each County department, the Board of Supervisors, and the Bureau of Justice Assistance, as required.

FISCAL IMPACT/FINANCING:

The total JAG grant award is \$1,170,879, of which \$330,835 will be allocated to the County. The grant period will be June 1, 2009 through June 30, 2011. There will be no net County cost.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year Strategic Business Plan and Management System include Safety and Security initiatives to provide for the safety and security of the public. This Justice Assistance Grant program helps fulfill this initiative by funding positions and equipment essential to public safety operations, protecting individuals from becoming victims of crime, and investigating and prosecuting crimes that have been committed.

ALTERNATIVES:

N/A

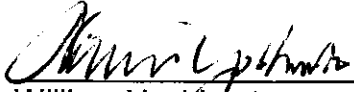
INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:

The Tulare County District Attorney's Office, Sheriff's Department, and Probation Department, as well as the cities of Visalia, Tulare, Porterville, Lindsay, Exeter, Dinuba, Farmersville, and Woodlake agreed to award distribution and use. County Counsel to approve Memorandum of Understanding and Recovery Act Certifications as to form.

SUBJECT: Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG)
Formula Program, Single Joint Application

DATE: April 7, 2009

ADMINISTRATIVE SIGN-OFF:



William Yoshimoto
Assistant District Attorney

Cc: Auditor/Controller (1)
County Counsel (1)
County Administrative Office (3)

Attachments:

- Attachment 1: Recovery Act: Edward Byrne Memorial Justice Assistance Grant
(JAG) Formula Program, Single Joint Application
- Attachment 2: Memorandum of Understanding

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

RECOVERY ACT: EDWARD BYRNE)
MEMORIAL JUSTICE ASSISTANCE) RESOLUTION NO. _____
GRANT (JAG) FORMULA PROGRAM,)
SINGLE JOINT APPLICATION) AGREEMENT NO: _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Reviewed and Approved the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, Single Joint Application, in the amount of \$1,170,789, through the U.S. Bureau of Justice Assistance (BJA).
2. Authorized the Board Chairman to sign the Memorandum of Understanding between the County of Tulare and the cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville regarding the distribution and use of Recovery Act JAG funds, for the period of June 1, 2009 through June 30, 2011, subject to approval as to form by County Counsel.

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

*2. Type of Application

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: County of Tulare, District Attorney's Office

*b. Employer/Taxpayer Identification Number (EIN/TIN):
94-6000596 / 01399704

*c. Organizational DUNS:
788523777

d. Address:

*Street 1: 221 South Mooney Blvd, Room 224
Street 2: _____
*City: Visalia
County: _____
*State: CA
Province: _____
*Country: USA
*Zip / Postal Code 93291

e. Organizational Unit:

Department Name:
District Attorney's Office

Division Name:
Administration

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. *First Name: Barbara
Middle Name: _____
*Last Name: Greaver
Suffix: _____

Title: Supervising Attorney, Special Projects

Organizational Affiliation:

*Telephone Number: (559) 733-6411

Fax Number: (559) 730-2658

*Email: BGreaver@co.tulare.ca.us

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

B.County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.804 _____

CFDA Title:

Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation _____

***12 Funding Opportunity Number:**

BJA-2009-2101 _____

*Title:

Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation _____

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

County of Tulare and the cities of Visalia, Tulare, Porterville, Lindsay, Exeter, Dinuba, Farmersville, and Woodlake, CA

***15. Descriptive Title of Applicant's Project:**

Recovery Act: Justice Assistance Grant Program, Tulare County. As a disparate jurisdiction, we are submitting a single joint application to address the purposes of the Recovery Act and several JAG Purpose Areas.

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.		
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	Applicant Information: Enter the following in accordance with agency instructions:		
	a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
	b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
	c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.		
	d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).	19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the
	e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the		

	<p>assistance activity, if applicable.</p> <p>f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</p>	<p>State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State</p>		
20.		<p>Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.</p> <p>If yes, include an explanation on the continuation sheet.</p>		
9.	<p>Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0" data-bbox="198 436 867 993"> <tr> <td data-bbox="198 436 532 993"> <p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p> </td> <td data-bbox="532 436 867 993"> <p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p> </td> </tr> </table>	<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>	<p>21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.</p> <p>A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p>
<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>			

ABSTRACT

Applicant: County of Tulare, District Attorney's Office

Title of Project: Recovery Act: Justice Assistance Grant Program, Tulare County

Total JAG Award: \$1,170,879

Goals of Project: The plan developed by the eleven jurisdictions and/or departments will address two of the purposes of the Recovery Act: 1) to preserve and create jobs and promote economic recovery; and 2) to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

Strategies Used: As a disparate jurisdiction, the County of Tulare, and the cities of Visalia, Tulare, Porterville, Lindsay, Exeter, Dinuba, Farmersville, and Woodlake are submitting a single joint application to the Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, Local Solicitation, funded through the Recovery Act. The Tulare County District Attorney's Office, Sheriff's Department, and Probation Department are included.

We propose to address, as well as improve and/or enhance, the following Purpose Areas: 1) Law enforcement programs; 2) Prosecution and court programs; and 3) Planning, evaluation, and technology improvement programs.

Major Deliverables: JAG program deliverables, made possible through the Recovery Act, will include the following:

- Preservation of eight positions: Animal Control Officer, School Resource Officer, Elder Abuse Investigator, Witness Coordinator, Prosecution Assistant, Probation Officer, and two part-time Investigators;
- Purchase of equipment and supplies that will increase operational effectiveness and efficiency, and/or be essential for operations;
- Technology improvements for law enforcement programs;
- Development of Gang Strategic Plan; and
- Grant Administration.

Coordination Plans: For the past four years, the Visalia Police Department and the County of Tulare Sheriff's Department have used JAG funds to support a countywide gang prevention specialist program. The Visalia Police Department proposes to use a portion of these Recovery Act JAG funds to develop a Gang Strategic Plan, which will improve existing efforts to prevent and fight gang activity. It is anticipated that these efforts will be coordinated.

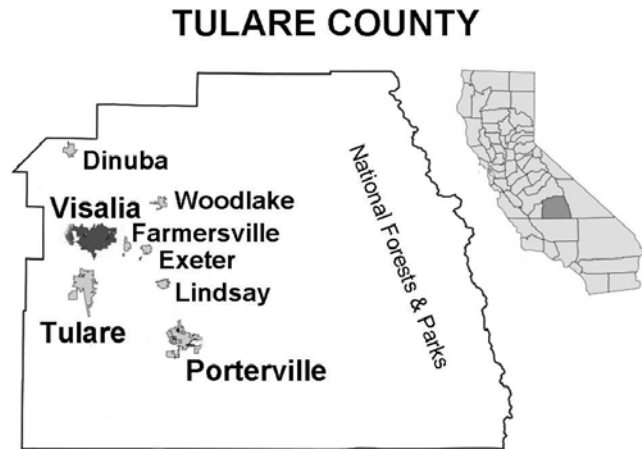
PROGRAM NARRATIVE

Service Area and Population Served

Tulare County is located in the heart of California's San Joaquin Valley, and covers 4,840 square miles. Although the average population density is 76 persons per square mile, much of the area is rural, agricultural, and/or mountainous.

Census 2000 and estimates for 2007 show the County population to be 421,553. The 13% (53,532) increase in the County population from 2000 to 2007 is significantly higher than the State increase of 8% during that period. From 1990 to 2007, the County population increased by 26% (109,621).

The Hispanic population has dramatically increased from 39% 1990 to 56% in 2007. The ethnic composition of Tulare County is 38% White, 56% Hispanic/Latino, and 4% Asian, with the remaining 2% being comprised of all other races.



Much of the service area is economically depressed. Census data shows that Tulare County has the highest poverty level of any County in the State: 23% of all persons, and 32% of children, live below the federal poverty level. The State of California, Employment Development Department reported that Tulare County's unemployment rate was 17% in February 2009 (10th highest in State), which exceeded the State's rate of 10.6%. Only 62% of the County population (25+ years of age) has graduated from high school, and less than 12% has obtained a four-year college degree. These rates are far lower than the States rates of 77% and 27%, respectively.

Economic Outlook and Budget Impact

The State, national, and local economies are expected to deteriorate further before rebounding. Economic recovery is predicted to be gradual and prolonged. This will generate significant challenges in the near term associated with declining discretionary revenues, increased pension costs, and uncertainty associated with State revenues. Additionally, in Tulare County, taxable sales have decreased, home prices have declined significantly, and unemployment rates have dramatically increased.

- Reduced assessed values of commercial and residential properties have had a serious impact on County general funds. With approximately 60% of discretionary revenues tied to assessed value growth, the County Assessor and County Administrative Officer have projected that each percentage decline in overall value equates to a reduction of approximately \$850,000 in discretionary revenues for the County.

- For the second year, Williamson Act subvention payments to local governments have been decreased by the State by 10%, which represents about \$3.5 million for Tulare County.
- A portion of the Vehicle License Fee (0.15 percent of assessed vehicle value) will be dedicated to local public safety programs. However, the amount of revenue that these fees will actually generate is uncertain.
- The unemployment rate in Tulare County was 17% in February 2009.
- With the County's retirement plan decreasing in value by 31% between December 2007 and January 2009, pension costs will rise significantly in 2010.

Disparate Jurisdiction and Allocation of Funds:

As a disparate jurisdiction, the County of Tulare, and the cities of Visalia, Tulare, Porterville, Lindsay, Exeter, Dinuba, Farmersville, and Woodlake are submitting a single joint application to the Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, Local Solicitation, funded through the Recovery Act. The Tulare County District Attorney's Office, Sheriff's Department, and Probation Department are included.

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times that of a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. These crimes include murder and non-negligent manslaughter, forcible rape, robbery, and aggravated assault.

Each of the eleven entities agreed on how the funding would be distributed between them. The required Memorandum of Understanding (MOU) has been executed, stating that the District Attorney's Office will serve as the applicant/fiscal agent for the application for these joint funds, each jurisdiction's proposed use of funds, and that the \$1,170,879 JAG award will be distributed as follows:

County of Tulare, District Attorney's Office: \$136,146
County of Tulare, District Attorney's Office: \$58,543 for Grant Administration
County of Tulare, Sheriff's Department: \$136,146
County of Tulare, Probation Department: \$43,000
County of Tulare, Subtotal: \$330,835
City of Visalia, Police Department: \$351,363
City of Tulare, Police Department: \$183,472
City of Porterville, Police Department: \$107,860
City of Dinuba, Police Department: \$68,213
City of Exeter, Police Department: \$17,887
City of Lindsay, Police Department: \$32,521
City of Farmersville, Police Department: \$20,190
City of Woodlake, Police Department: \$15,448

Alignment with Purpose of Recovery Act:

The plan developed by the eleven jurisdictions and/or departments above will address two of the purposes of the Recovery Act:

- 1) To preserve and create jobs and promote economic recovery, and
- 2) To stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

Eight jobs, for which the original sources of funding were lost, will be preserved through this grant. The minor equipment and supplies purchased through with JAG funds will help increase operational effectiveness and efficiency, and/or be essential for operations. These purchases will further support the goals of the Recovery Act in terms of economic recovery, in that all purchases will be made from U.S. companies that manufacture and/or sell these items.

Coordination with JAG & Other Justice Funds:

JAG funds support all components of the criminal justice system. JAG funded projects may address crime through the provision of services directly to individuals and/or communities, and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

It is anticipated that the Visalia Police Department and the County of Tulare Sheriff's Department will coordinate efforts involving traditional JAG funds with funding received through this Recovery Act JAG award, specifically focusing on gang activity. In order to effectively address the growing gang problem, the Visalia Police Department proposes to use a portion of these Recovery Act JAG funds to develop a Gang Strategic Plan, which will improve existing efforts to prevent and fight gang activity.

For the past four years, the Visalia Police Department and the County of Tulare Sheriff's Department have used JAG funds to support a countywide gang prevention specialist program. Under this program, a community services officer with the Sheriff's Department networks with school and community officials, and makes gang-awareness presentations at schools and to community organizations. This specialist educates local residents about gang-prevention strategies.

Purpose Areas, Activities, and Performance Indicators:

We propose to address, as well as improve and/or enhance, the following Purpose Areas:

- Law enforcement programs;
- Prosecution and court programs; and
- Planning, evaluation, and technology improvement programs.

As required of all applicants who receive funding under Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program, funded through the Recovery Act, we will provide data that measure the results of our work. The Activities that are applicable to the purpose areas that we will address are 1) Personnel; 2) Equipment Supplies; and 3) Information Systems for

Criminal Justice System. The following performance indicators/measures and activities, developed by BJA and specific to the JAG Program, are applicable to our proposed plan. We will track and report data related to these indicators.

Required measures for awards made under the Recovery Act:

- 1) Number of jobs saved (by type) due to Recovery Act funding.
 - a) The number of jobs that were prevented from being eliminated with the Recovery Act funding during this reporting period.
 - b) The number of jobs that were eliminated within the last 12 months that were reinstated with Recovery Act funding.

Activity: Personnel

Performance Indicators:

- 1) Number of new FTEs paid for with JAG funds.
- 2) Types of personnel paid for with JAG dollars during the reporting period.
- 3) Number of overtime hours paid for with JAG funds.
- 4) Percent of units that report improved efficiency.
- 5) Percent of units that report increased program quality.

Data Collection Methods:

- 1) Time sheets and payroll records, each pay period, will be used to document salaries and benefits for personnel associated with this grant.
- 2) Staff paid for with JAG funds, as well as their unit supervisors, will be surveyed to measure improved efficiency and increased program quality on a quarterly basis.

Activity: Equipment Supplies

Performance Indicators:

- 1) Amount of funds expended on equipment/supplies during the reporting period.
- 2) Types of equipment/supplies purchased with JAG dollars during the reporting period.
- 3) Number of hours of training provided to criminal justice staff.
- 4) Number of organizations/units/departments to directly benefit from equipment or supplies purchased with JAG funds.
- 5) Percent of criminal justice staff who reported improved efficiency in their job performance as a result of equipment or supplies purchased by JAG funds.
- 6) Percent of criminal justice staff who reported an increase in program quality as a result of equipment or supplies purchased by JAG funds.

Data Collection Methods:

- 1) Object codes will track monies allocated and charged to each line item, such as equipment, supplies, and other categories. Equipment and supplies purchases will also be tracked separately by sub-awardee. Monthly reports will be created.
- 2) Documentation for all purchases will include purchase orders, invoices, receipts, etc.

- 3) Staff benefiting from and/or utilizing equipment and supplies paid for with JAG funds will be surveyed to measure improved efficiency in their job performance and increased program quality on a quarterly basis.

Activity: Information Systems for Criminal Justice System

Performance Indicators:

- 1) Number of organizations/units or departments whose information systems were improved.
- 2) Number of units that report improved efficiency.
- 3) Number of units that report increased program quality.

Data Collection Methods:

- 1) Object codes will track monies allocated and charged to each line item, such as equipment, supplies, and other categories. Equipment and supplies purchases will also be tracked separately by sub-awardee. Monthly reports will be created.
- 2) Documentation for all purchases will include purchase orders, invoices, receipts, etc.
- 3) Staff benefiting from and/or utilizing equipment and supplies associated with system improvement, and paid for with JAG funds, will be surveyed to measure improved efficiency and increased program quality on a quarterly basis.

Objectives, Outcomes, and Performance Measures:

The following objectives are linked to meaningful and measureable outcomes consistent with the goals of the Recovery Act:

- 6) All eleven organizations/departments/units participating in this program will directly benefit from purchases made with JAG funds.
- 7) Jobs will be saved/preserved, as a result of Recovery Act funding, and these positions will be paid for with JAG funds during the grant period.
- 8) The number and types of equipment/supplies listed in this proposal will be purchased with JAG funds during the grant period.
- 9) Equipment/supplies purchased by JAG funds will result in increased program quality.
- 10) Equipment/supplies purchased by JAG funds will result in improved efficiency in job performance.
- 11) Criminal justice staff will report an increase in program quality, as a result of equipment/supplies purchased by JAG funds.
- 12) Organizations/departments/units will improve information systems with JAG funds.
- 13) Information systems improvements/upgrades purchased with JAG funds will result in improved efficiency.
- 14) Information systems improvements/upgrades purchased with JAG funds will result in increased program quality.

The likelihood of meeting these objectives and achieving these outcomes is very good. Performance measures will be based on the performance indicators specific to the JAG Program. Data reported in quarterly progress reports will be compared to the objectives and outcomes in this proposal, which will allow us to assess whether grant objectives are being met. These will

include both quantified and qualified measures. This will also allow us to ensure that objectives and activities are being accomplished within the timeframes and budget established in this proposal.

City of Visalia, Police Department: \$351,363

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

The items included in Visalia Police Department's request are intended to eliminate or reduce potential layoffs. The City of Visalia is projecting a 4.5 million dollar General Fund deficit in 2009/2010. The current economic forecasts indicate that the shortfall will be multi-year. Rather than lay off personnel, the City Council has determined that operational expenses would be scrutinized and purchases would be frozen or cut.

The Police Department has stringent safety equipment standards. The equipment affected is essential for the safe and efficient operation of the department and must be purchased. Failure to do so could call into question prudent safety practices in possible future litigation. In utilizing the requested funds, the Department is able to preserve jobs by reducing the need to purchase the essential equipment out of the City's General Fund. The listed equipment for Administration will be utilized to enhance the Dispatch Center, purchase replacement Tasers, and update Crime Mapping software in the Crime Analysis Unit. Patrol Division MDT equipment is intended for use by Community Service Officers and the desk top computers for patrol officers. K-9 and SWAT will also benefit from these purchases. The pistols, holsters, and lights are part of a planned two year department change over of service weapons. The Traffic Unit will use the equipment for investigation of major injury and fatal collisions and routine Traffic operations. Violent Crimes and the Crime Lab will receive this equipment to enhance criminal investigations and forensics.

To effectively address the growing gang problem in the City, we need to develop a strategic plan. Therefore, we have included costs associated with developing a Gang Strategic Plan in this proposal. As with the other items in our request, this would not be possible without these JAG funds.

Through this JAG funding, we will also be able to preserve three jobs. The Police Department currently contracts for two personnel from the District Attorney's Office to act as liaison (Witness Coordinator) and perform paralegal functions (Prosecution Assistant) for the Department. Similarly, the Department contracts for one Probation Officer who is assigned to the Special Enforcement Bureau to work directly in the effort to control the gang problem within the City. Rather than eliminating these valuable assets, funding is requested to retain these positions.

City of Tulare, Police Department: \$183,472

***Purpose Area(s): Planning, Evaluation, and Technology Improvement Programs
Law Enforcement Programs***

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

Through this Edward Byrne JAG award, the Tulare Police Department will enhance our technology and provide essential emergency equipment to line personnel.

The switching station and broadband licenses that this JAG grant will fund will enhance our present technology by providing wireless capability to our Record Management Systems, Computed Aided Dispatch System, and Law Enforcement State Data Systems. The infrastructure for these enhancements presently exists, but will come to fruition with the addition of the equipment and licenses. Line officers will have the capability of accessing the Department records data base via broadband connection, affording officers the ability to research and investigate with real time inquires and retrieval of critical information. Line officers will additionally have the capability of direct on-line communications with each other, dispatch, and staff. This will increase operational effectiveness and efficiency. The enhancement will add to our back up and secure emergency communications systems. The use of the enhanced technologies will further allow the department to move towards our ultimate goal of a more efficient and modernized data and retrieval systems which in turn enhance the Department's mission of public safety and response through technologies.

A digital audio/visual recording system will be purchased for our interview room, as our current system is outdated. We will also purchase a helicopter high intensity search light to assist in criminal apprehension, narcotic interdiction, and rescue operations.

These JAG funds will also be used to purchase and provide essential emergency equipment to support the proposed re-instatement of three police officer positions, which are currently vacant. We are currently seeking funding to reinstate these officers that we lost funding for through another federal grant, and it is our hope that we can rehire them in July, which is the beginning of our fiscal year. If we are not selected for funding for that grant opportunity, we will continue to aggressively seek funding for the personnel and other costs associated with these officers through diverse sources, as this is a high priority for the Tulare Police Department.

The officers will be assigned to the presently defunct Problem Orientated Policing team. This program was ended due to budgetary shortfalls and line officers requiring priority in budget decisions. We are asking for funding through this JAG grant for the three police vehicles, as the other grants that we are applying for will pay for the salaries and benefits for the officers, but not vehicles. The equipment that we propose to purchase through this JAG grant is essential to these officers and the performance of their duties. This includes laptop computers, handguns, armor vests, and initial uniforms. It is anticipated that our application for funding for the salaries of these positions will be more competitive if we can show that we already have funding for the associated equipment and operating expenses. This will allow us to reinstate services to previous levels and provide proactive and crime prevention strategies by resurrecting the Problem

Orientated Policing team. The team will allow the Department to once again provide well planned and specifically directed crime prevention efforts through our city. Due to the reductions to our local/general funds, we would not be able to purchase this equipment or these vehicles without this JAG funding.

City of Exeter, Police Department: \$17,887

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

The JAG funds available through this grant will allow the Exeter Police Department to purchase a Mobile Video Surveillance System (MVS) with camera, as well as a mini digital video recorder. The MVS system is an effective telescopic mobile video system. Studies have proven that video surveillance cameras are among the most effective forms of crime prevention. The system includes an adjustable, telescopic pole hitch, which allows positioning the pole vertically at any location (up to 32 feet), including uneven terrain. Unlike a trailer mounted system, this surveillance system can be used anywhere a vehicle can go. The rugged dual-sensor camera system is designed to be mobile and includes night vision. The all-weather construction of the camera is also a plus, as it can conduct surveillance up to four miles away. This will increase the quality and efficiency of surveillance in the rural area of Exeter, much of which is mountainous. This system will be used on major incidents to provide visual of the scene back to the command post. It will also be used for surveillance in day to day operations, and gathering information for decisions on traffic controls. Grant funds will also be used for the wireless network necessary for the camera system. Due to the reductions to our local/general funds, we would not be able to purchase this equipment without this JAG funding.

City of Lindsay, Police Department: \$32,521

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

It is the intent of the Lindsay Department of Public Safety to purchase seventeen "Project 25" (P-25) compliant portable communication devices with JAG grant funds. Because "Project 25" is a federally mandated initiative, The Lindsay Department of Public Safety is required to replace all of its current police radio communication equipment with equipment that is P-25 compliant. Without these JAG grant funds, we would have to fund this through general funds or other monies in our operating budget, which would result in a decrease of monies available to pay for salaries. This JAG grant provides the Department with an alternative funding source, preventing the reduction of a position within the next fiscal year.

City of Porterville, Police Department: \$107,860

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

Through this JAG funding, the Porterville Police Department will be able to preserve four jobs: one full time, two part-time, and part (30%) of third position. This funding will allow us to avoid the potential layoffs of these positions.

The City of Porterville recently ended their contract with the City of Lindsay with regard to Animal Control enforcement and has started providing their own services. Without the assistance of this JAG award, the Department will not be able to fully fund personnel assigned to the unit without cutting some other aspects of the program. These funds will be utilized to fully fund one necessary Animal Control Officer who would not otherwise be funded.

In the last fiscal year, the Porterville Police Department funded two part-time investigators who were assigned solely to the investigations of unsolved homicides. For the upcoming fiscal year, monies are not available from the General Fund budget that would keep these investigators working. With the assistance of the grant, the Department will be able to continue funding these investigators so they can continue working to clear unsolved homicides.

The City of Porterville funds two School Resource Officers. Because of continually demonstrated need and benefit to having one school resource officer assigned to each of three high schools, a third officer has 70% of salary/benefits funded through the school districts. The remaining 30% is unfunded. With the assistance of this JAG grant, the Department will be able to fund most of the remaining 30% of the third school resource officer's salary.

City of Dinuba, Police Department: \$68,213

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

This JAG funding will be used to replace existing and outdated laptop computers with eleven DATALUX Mobile Data Terminals for the Dinuba Police Department. This will allow law enforcement officers to access the report writing system while in the car, which will improve communications and increase efficiency, as they will not have to return to the station to perform these duties. They will also be able to run queries through CLETS in the field, and access Cal-gang and Cal-photo, which will improve officer safety and improve communication in the field. As all of our positions are currently funded, we are requesting to purchase equipment for first line officers. Additionally, due to the reductions to our local/general funds, we would not be able to purchase this equipment without this JAG funding.

City of Farmersville, Police Department: \$20,190

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

This grant funding will be used to purchase nine Motorola Portable Handheld Radios (P25 compliant, UHF) for the Farmersville Police Department. This purchase will help us ensure compliance with the federally mandated initiative to upgrade to P-25 compliant radio communication equipment. These radios are needed, as they are essential for our law enforcement officers to perform their duties in an effective, efficient, and safe manner. They will also help improve communications in the field. Due to the reductions to our local/general funds, we would not be able to purchase this equipment without this JAG funding.

City of Woodlake, Police Department: \$15,448

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

These JAG funds will be used to purchase five in-car video systems for Woodlake Police Department patrol units. The digital in-car video systems will allow officers to accurately capture and record contacts with subjects. The video will allow proper investigation with regard to the subject's true identity, accuracy of reports, and vehicles they are associated with, as well as other subjects accompanying them. The video will also allow for surveillance projects, as the camera has a zoom feature. The units will also capture all audio, both inside and outside of the vehicle. Ultimately, these video systems will increase the efficiency and effectiveness of initial subject contacts, as well as investigations. Due to the reductions to our local/general funds, we would not be able to purchase this equipment without this JAG funding.

County of Tulare, Sheriff's Department: \$136,146

Purpose Area(s): Law Enforcement Programs

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

These JAG funds allocated to the Tulare County Sheriff's Department will be used for non-salary items, which will include startup costs for twelve new deputies. The Sheriff's Department is applying for funds to cover the salaries and benefits for twelve new community-based officers through a Community Oriented Policing (COPS) Hiring Recovery Program grant. These positions will significantly enhance law enforcement services for County residents. If we are not selected for funding through that grant, we will aggressively pursue other grant funding opportunities to obtain the salaries for the officers. The COPS Hiring Recovery Program will only pay for entry-level salaries and benefits from community-based officers, but it will not pay for the related equipment and operating expenses needed. These JAG funds will cover the start-up equipment, service weapons, and ballistic vests, as well as motorpool and cell phone costs, associated with these twelve positions. Therefore, these JAG funds will play a key role in the creation of these positions by paying for cost related to establishing and maintaining these positions. All purchases will be made in the first year of grant funding, with the exception of the cell phone charges, which are included for a two-year period. These federal funds will not be used to supplant or replace other funds that have been appropriated for the same purpose, as JAG funds will be used to support new positions.

County of Tulare, District Attorney's Office: \$136,146

***Purpose Area(s): Prosecution and Court Programs
Law Enforcement Programs***

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

The Tulare County District Attorney's Office Elder Abuse Investigator is currently a contracted service agreement funded by Health and Human Services Agency. However, the Agency has experienced drastic cuts to In-home Supportive Services and Adult Protective Services funding through the State for both the current and next fiscal year. Due to this reduction in funding, the Health and Human Services Agency can no longer afford to fund the Investigator position. As the District Attorney's Office does not have an alternative source of funding for this position, it would have to be eliminated. These JAG grant funds will be used to pay for this Investigator's salary and benefits, and directly result in the preservation of this job. This Investigator position is crucial, as the duties associated with it include the investigation of elder abuse and other crimes committed against the elderly and dependant adults throughout Tulare County. This population is particularly vulnerable in times of economic downturn, such as we are experiencing now. This position will be preserved for one year and four months, which will start on July 1, 2009.

County of Tulare, Probation Department: \$43,000

***Purpose Area(s): Planning, Evaluation, and Technology Improvement Programs
Law Enforcement Programs***

Need for Program(s) to be Funded & Purpose for Which Funds will be Used:

Probation's extensive supervision, detention, and court responsibilities have increased due to changes in the California Department of Corrections and Rehabilitation (CDCR) early release of wards formerly sentenced to the Division of Juvenile Justice. Additionally, the CDCR is expected to release non-violent offenders early from state prison in response to State budget deficits. The early release of these individuals and the bleak economic outlook for Tulare County is expected to increase demands upon local jails, courts, prosecution, and probation services.

The Tulare County Probation Department utilizes evidence-based programs and assessments to determine the needs of high-risk juveniles both entering and exiting our facilities, and adult and juvenile offenders on felony probation. We are in the process of fully automating internal systems to create a paperless environment. The ten laptop computers purchased with JAG funding will be utilized by field officers. These officers will have wireless access to Probation's case management system, as well as DMV and warrant information. It is essential for officer safety to have the ability to identify dangerous probationers and those who live in their households, as well as to get court orders relating to search and seizure and drug testing.

If general funds are not needed to purchase this equipment necessary to improve our case management system, we will be able to use those funds next year to fill the gap in funding for a Probation Officer position from the Juvenile Accountability Block (JAB) Grant. This Probation Officer works a gang caseload of juvenile offenders and participates in the County gang unit. The JAB funds have been reduced over the years to the current amount of \$23,000. The additional \$43,000 will help make this position whole and eliminate the need for layoff.

County of Tulare, District Attorney's Office: \$58,543 for Grant Administration

Fiscal Agent Capabilities

The mission of the Tulare County District Attorney's Office is to represent the people of the State of California in an efficient, effective, and ethical manner as an administrator of justice and a protector of the guarantees set forth in the Constitution of the State of California and the United States of America. We actively protect the citizens of Tulare County from violence and exploitation through aggressive investigation, prosecution and enforcement of all criminal and civil laws. In furtherance of our mission, we vigorously seek civil remedies on behalf of defrauded consumers and businesses put at a competitive disadvantage by unfair business practices, protect our elderly and children and provide compassion and support for victims of crime. Also, in furtherance of our mission, we participate in the life of our community, support appropriate efforts to prevent crime, provide opportunities for our youth to make intelligent

choices and educate our citizens about the causes of crime and its impact on our quality of life and democratic system of self-government. The District Attorney's Office is comprised of four components: The Bureau of Criminal Prosecutions, Bureau of Investigations, Victim Assistance Center, and Administration.

The District Attorney's Office has demonstrated that it is capable of adhering to the financial and programmatic requirements according to federal guidelines governing expenditure, monitoring, and reporting for Recovery Act funding. This includes extensive experience in implanting and managing grants, from both a programmatic and fiscal standpoint. This includes several grants funded through the U.S. Department of Justice, California Attorney General's Office, California Department of Insurance, Cal-EMA (formerly the Governor's Office of Emergency Services), the National Association of VOCA Assistance Administrators, and the Children and Families Commission/First 5 of Tulare County, among others. As the lead agency/fiscal agent on several of these grants which involve collaborative efforts and/or sub-awardees, the District Attorney's Office collects and reports financial and programmatic information on behalf of other agencies, both within and outside of Tulare County.

Within the District Attorney's budget, a separate organizational unit will be created to account for Recovery Act JAG monies. This will include both revenues and expenditures, and will allow us to track all drawdowns and grant expenditures separately from other funding sources. Object codes will track monies allocated and charged to each line item, such as salaries, benefits, contracted services, equipment, supplies, motorpool, and other categories. Monthly financial statements will compare actual expenses to date to the original budget. Back up documentation will be kept for all purchases. This will include purchase orders, invoices, receipts, time sheets, payroll information, contracted services, and other relevant documentation.

As required, the District Attorney's Office will establish a trust fund in which to deposit Recovery Act JAG funds. The trust fund will be interest bearing, and revenues will be moved into to established organizational unit as money is actually spent.

The accounting systems of all recipients and subrecipients will also ensure that funds from this award under this Recovery Act solicitation are not commingled with funds from any other source.

Purpose for Which Funds will be Used

As the jurisdiction is certified as disparate, the County of Tulare, District Attorney's Office will serve as the fiscal agent and submit a joint application to the U.S. Department of Justice, Office of Justice Programs for the total allocation available under the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program. As the lead agency, the District Attorney's Office will be responsible for collecting data from the eleven jurisdictions and agencies, preparing and submitting quarterly progress reports, processing invoices, drawdown of funds, and overall oversight of the grant. Grant administration costs are calculated at 5% of the total award, which will be used to support and implement the program.

Grant administration costs will include time associated with the Project Director (7.5%), Administrative/Fiscal Services Officer (7.5%), and Grants and Program Coordinator (10%) at the District Attorney's Office.

Monitoring of Sub-awards

As the fiscal agent for these grant funds, the Tulare County District Attorney's Office will be responsible for oversight of sub-awardee spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds, in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Grant administration and oversight will include ensuring conformance of grant and program activities to legal, administrative, and budgetary requirements.

Reporting, Accountability, and Transparency Under the Recovery Act

In accordance with the requirements set forth in Section 1512(c) of the Recovery Act, quarterly financial and programmatic reports (including reports on sub-awards) will be submitted within ten (10) calendar days after the end of each calendar quarter, starting July 10, 2009.

Each sub-awardee will track and report on the specific outcomes and benefits attributable to use of Recovery Act funds. The District Attorney's Office staff will collect and compile data from sub-awardees, and prepare quarterly progress reports, as required by this award.

Sub-awardees will track, account for, and report on funds from the Recovery Act grant separately from all other funds (including funds from non-Recovery Act grants awarded for the same or similar purposes or programs), and consistent with the Recovery Act emphasis on accountability and transparency, will not commingle Recovery Act funds with funds from any other source. Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law.

Non-Supplanting

Due to reductions in revenues, which have significantly impacted local general funds, none of the organizations/departments included in this grant application would be able to preserve the jobs, purchase the equipment, or improve the information systems described in this proposal without the allocated JAG funding. All eleven organizations/departments will ensure that, in accordance with the Office of Justice Programs Financial Guide (Part II, Chapter 3) and Recovery Act requirements, these federal JAG funds will be used to supplement existing local funds for program activities. They will not supplant or replace those funds that have been appropriated for the same purpose(s). As required for this Recovery Act funding, we will track all funds and expenditures associated with this JAG grant separately from other funding.

Timeline:

It is anticipated that grant funds will be expended between June 1, 2009 through June 30, 2011 (25 months). Most of the equipment will be purchased between one and three months of funding. Some supplies and operating expenses will cover a two-year period, as will the Gang Strategic Plan that Visalia Police Department will develop. Positions will be preserved for at least one year--all starting July 1, 2009--and the District Attorney's Investigator will be funded for sixteen months. Performance indicators related to improved efficiency and increased program quality as a result of JAG funds will be tracked and reported for the full two-year period.

Visalia: Equipment and supplies will be purchased within three months of funding. Three positions will be preserved for one year (July 1, 2009 – June 30, 2010). The strategic plan will be started in the first year and completed within a two-year period.

Porterville: Four positions will be preserved for one year (July 1, 2009 – June 30, 2010).

Tulare: Equipment and supplies will be purchased within one month of funding. Vehicles will be purchased within three months.

Dinuba: Equipment and supplies will be purchased within two months of funding.

Lindsay: Equipment and supplies will be purchased within one month of funding.

Exeter: Equipment and supplies will be purchased within one month of funding.

Farmersville: Equipment and supplies will be purchased within one month of funding.

Woodlake: Equipment and supplies will be purchased within three months of funding.

Sheriff: Most equipment and supplies will be purchased in the first year. Cell phone charges will cover two years.

District Attorney: One position preserved for sixteen months (July 1, 2009 - October 31, 2010). Grant management will take place over a period of 25 months.

Probation: Equipment and supplies will be purchased within one month of funding.

Recovery Act: JAG Program Award County of Tulare 2009/2011

ID	Task Name	Duration	Qtr 2, 2009	Qtr 3, 2009	Qtr 4, 2009	Qtr 1, 2010	Qtr 2, 2010	Qtr 3, 2010	Qtr 4, 2010	Qtr 1, 2011	Qtr 2, 2011	Qtr 3, 2011
1	Recovery Act: JAG Project, Tulare County	24 mons	3/30									
2	VISALIA PD	544 days	[Progress bar spanning from Qtr 2, 2009 to Qtr 3, 2011]									
3	Purchase Equipment & Supplies	3 mons	[Progress bar in Qtr 2, 2009]									
4	Preserve Three Positions	12 mons	[Progress bar from Qtr 3, 2009 to Qtr 2, 2010]									
5	Gang Strategic Planning	24 mons	[Progress bar from Qtr 4, 2009 to Qtr 3, 2011]									
6	PORTERVILLE PD	240 days	[Progress bar from Qtr 2, 2009 to Qtr 2, 2010]									
7	Preserve Four Positions	12 mons	[Progress bar from Qtr 3, 2009 to Qtr 2, 2010]									
8	TULARE PD	60 days	[Progress bar in Qtr 2, 2009]									
9	Purchase Equipment & Supplies	1 mon	[Progress bar in Qtr 2, 2009]									
10	Purchase Vehicles	3 mons	[Progress bar in Qtr 2, 2009]									
11	DINUBA PD	40 days	[Progress bar in Qtr 2, 2009]									
12	Purchase Equipment & Supplies	2 mons	[Progress bar in Qtr 2, 2009]									
13	LINDSAY PD	20 days	[Progress bar in Qtr 2, 2009]									
14	Purchase Equipment & Supplies	1 mon	[Progress bar in Qtr 2, 2009]									
15	EXETER PD	20 days	[Progress bar in Qtr 2, 2009]									
16	Purchase Equipment & Supplies	1 mon	[Progress bar in Qtr 2, 2009]									
17	FARMERSVILLE PD	20 days	[Progress bar in Qtr 2, 2009]									
18	Purchase Equipment & Supplies	1 mon	[Progress bar in Qtr 2, 2009]									
19	WOODLAKE PD	60 days	[Progress bar in Qtr 2, 2009]									
20	Purchase Equipment & Supplies	3 mons	[Progress bar in Qtr 2, 2009]									
21	SHERIFF	522 days	[Progress bar from Qtr 2, 2009 to Qtr 3, 2011]									
22	Purchase Equipment & Supplies	12 mons	[Progress bar from Qtr 3, 2009 to Qtr 2, 2010]									
23	Operating Expenses	26.1 mons	[Progress bar from Qtr 3, 2009 to Qtr 3, 2011]									
24	PROBATION	20 days	[Progress bar in Qtr 2, 2009]									
25	Purchase Equipment & Supplies	1 mon	[Progress bar in Qtr 2, 2009]									
26	DISTRICT ATTORNEY	320 days	[Progress bar from Qtr 2, 2009 to Qtr 3, 2010]									
27	Preserve One Position	16 mons	[Progress bar from Qtr 3, 2009 to Qtr 2, 2010]									
28	GRANT MANAGEMENT	522 days	[Progress bar from Qtr 2, 2009 to Qtr 3, 2011]									
29	Monitoring & Progress Reports	26.1 mons	[Progress bar from Qtr 3, 2009 to Qtr 3, 2011]									

Project: JAG Project Date: Tue 3/31/09	Task Milestone Split Summary Progress Project Summary	External Tasks External Milestone Deadline
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REVIEW NARRATIVE

Governing Body Review:

As the fiscal agent, the Tulare County District Attorney's Office submitted the JAG single joint application to the governing body, the Tulare County Board of Supervisors, for review. The grant application, including the project narrative and budget narrative were included in the Board of Supervisors' Agenda on April 7, 2009, more than 30 days prior to the grant application submission. The Agenda, grant application, and budget were posted on the County of Tulare Web site. Each of the Board members received and reviewed the application. The Board approved the submission at the April 7, 2009 meeting.

Public Review and Comment:

The grant application, including the narrative and budget, was made available for public comment during the Board of Supervisors meeting on April 7, 2009. The meeting Agenda, which included a link to the grant application, was posted on the County of Tulare Web site at least three days prior to the meeting. Citizens and community organizations had an opportunity to review and comment on the grant application, and the activities proposed through Recovery Act funding, at the meeting.

Memorandum of Understanding:

As a disparate jurisdiction, we have attached an Interlocal Agreement, or Memorandum of Understanding (MOU), which has been executed and signed by each jurisdiction's Authorized Representative, outlining each jurisdiction's allocation and use of Recovery Act JAG funds. The MOU also states that the Tulare County District Attorney's Office will serve as the applicant/fiscal agent for the joint funds.

BUDGET NARRATIVE

The attached budget demonstrates in detail how JAG funds will be used throughout Tulare County. The basis for computation for each is shown. The budget covers a twenty-five month period. The Project Narrative describes how these costs will help increase operational effectiveness and efficiency, and/or are essential for operations.

Personnel:

Eight jobs will be preserved through this grant: Animal Control Officer, School Resource Officer, Elder Abuse Investigator, Witness Coordinator, Prosecution Assistant, Probation Officer, and two part-time Investigators. A percentage of salaries for staff associated with grant administration are also included. Each position is listed by title, with the annual salary rate and percentage of time paid for with JAG funds shown.

Fringe Benefits:

Fringe benefits are based on actual costs for personnel listed under the Personnel section, and only for the percentage of time devoted to the project. Fringe benefits include FICA, Workman's Compensation, Medical/Dental/Vision Insurance, and Retirement.

Equipment:

Equipment listed includes tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Quotes for equipment were obtained from vendors. The necessity of this equipment for the success of the project is describes in the Program Narrative section of this application.

Supplies:

The majority of the items listed under the Supplies section are expendable equipment items costing less that \$5,000. The basis for computation for each is shown, including the number of items and cost per unit. The minor equipment and supplies purchased through with JAG funds will help increase operational effectiveness and efficiency, and/or be essential for operations. Also included are technology improvements for law enforcement programs.

Consultants/Contracts:

A consultant will be identified to facilitate the development of a Gang Strategic Plan. This will result in a formal contact that will include consultant fees and expenses. As required, additional justification will be provided and prior approval will be obtained from OJP for consultant fees in excess of \$450 per day. Contracts will describe the services to be procured and estimate of the cost. No sole source contracts in excess of \$100,000 will be funded through JAG monies.

Other Costs:

Other expenses included are broadband licenses, cell phone charges, and fuel for patrol vehicles.

Grant Administration:

Grant administration costs are 5% of the total grant award. Staff associated with grant administration include the Project Director, Grants and Program Coordinator, and Administrative Services Officer. Costs are shown under the Personnel and Benefits sections. Each position is listed by title, with the annual salary rate and percentage of time paid for with JAG funds shown.

Budget Summary:

A. PERSONNEL/SALARIES	<u>\$322,235.92</u>
B. FRINGE BENEFITS	<u>\$146,373.08</u>
C. TRAVEL	<u>\$0</u>
D. EQUIPMENT	<u>\$186,260.80</u>
E. SUPPLIES	<u>\$331,533.00</u>
F. CONSTRUCTION	<u>\$0</u>
G. CONSULTANTS/CONTRACTS	<u>\$25,000.00</u>
H. OTHER COSTS	<u>\$159,386.20</u>
TOTAL DIRECT COSTS	<u>\$1,170,789.00</u>
I. INDIRECT COSTS	<u>\$0</u>
TOTAL PROJECT COSTS	<u>\$1,170,789.00</u>
Federal Request	<u>\$1,170,789.00</u>
Non-Federal Amount	<u>\$0</u>

**Recovery Act: Justice Assistance Grant (JAG) Program Award
BUDGET DETAIL BY CITY & COUNTY DEPARTMENT**

CITY OF FARMERSVILLE, POLICE DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
XTS2500 Portable Radio, UHF, 380-470 MHz, 1-5 wats (Model #H46QDF9PW6BN w/ H88 User Guide)	8	\$1,155.13	\$9,241.00	\$739.28	\$0.00		\$9,980.28
<i>(1 more paid with general funds)</i>	1	\$1,155.13	\$1,155.13	\$92.41			\$0.00
Q811 Software	9	\$789.70	\$7,107.30	\$568.58			\$7,675.88
NNTN4116 Leather Carry Case	9	\$35.02	\$315.18	\$25.21			\$340.39
PMMN4038A Remote Speaker Microphone <i>(1 more paid with general funds)</i>	8 1	\$65.94 \$65.94	\$527.52 \$65.94	\$42.20 \$5.28			\$569.72 \$0.00
RPX4747A Charger for Portable Radio	9	\$75.60	\$680.40	\$54.43			\$734.83
H885BK extended warranty (3 yrs total)	9	\$84.00	\$756.00	\$60.48			\$816.48
Q667 ADP software based crypto	9	\$7.45	\$67.05	\$5.36			\$72.41
Total			\$19,915.52	\$1,593.24			\$20,190.00

CITY OF TULARE, POLICE DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
Broadband Licenses @ \$44.95/month x 12 months	73	\$539.40	\$39,376.20				\$39,376.20
Switching Station (accommodates 150 terminal hook ups)	1	\$15,000.00	\$15,000.00				\$15,000.00
Glock Model 17	3	\$550.00	\$1,650.00				\$1,650.00
Level II American Armor Vest	3	\$500.00	\$1,500.00				\$1,500.00
Dell Lap Tops	3	\$1,400.00	\$4,200.00				\$4,200.00
Set of Uniforms Initial Outlay	3	\$750.00	\$2,250.00				\$2,250.00
Emergency Police Unit/Vehicle <i>(w/ radio, lights, siren, cage, prisoner seat, gun rack, computer mount)</i>	3	\$32,000.00	\$96,000.00				\$96,000.00
Digital Audio/Video Recording System for Interview Room	1	\$10,023.80					\$10,023.80
Helicopter High Intensity Search Light	1	\$13,472.00					\$13,472.00
Total			\$159,976.20	\$0.00	\$0.00	\$0.00	\$183,472.00

CITY OF DINUBA, POLICE DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
DATALUX Mobile Public Safety Data Systems/Terminals	11	\$4,275.00	\$47,025.00	\$4,492.73	\$440.00		\$51,957.73
Vehicle Mounting Hardware	11	\$760.00	\$8,360.00	\$794.20			\$9,154.20
Memory	11	\$100.00	\$1,100.00	\$104.50			\$1,204.50
Memory SUV Floor PLATE-Install Adder	1	\$50.00	\$50.00	\$4.75			\$54.75
Installation	11	\$375.00	\$4,125.00	\$391.88			\$4,516.88
LUND Keyboard Arm with Clip Tray	11	\$110.00	\$1,210.00	\$114.95			\$1,324.95
Total			\$61,870.00	\$5,903.00			\$68,213.00

CITY OF LINDSAY, POLICE DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
Seventeen P-25 Digital / Analog Narrow Band Radios \$32,520	17	\$1,800.00	\$30,600.00	\$1,921.00			\$32,521.00
Total			\$30,600.00	\$1,921.00	\$0.00	\$0.00	\$32,521.00

**Recovery Act: Justice Assistance Grant (JAG) Program Award
BUDGET DETAIL BY CITY & COUNTY DEPARTMENT**

CITY OF VISALIA, POLICE DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
Contracted D.A. Liaison Positions (Prosecution Assistant and Victim Coordinator)	2	\$45,030.00	\$90,060.00				\$90,060.00
Large Screen AVL Mapping monitor	1	\$1,500.00	\$1,500.00				\$1,500.00
Crime Mapping Software	1	\$2,000.00	\$2,000.00				\$2,000.00
Taser cartridges & batteries	1	\$8,465.00	\$8,465.00				\$8,465.00
Taser X26E (Replacement)	5	\$839.40	\$4,197.00				\$4,197.00
Microsoft Word software licensing for Sgts' MDTs	4	\$983.25	\$3,933.00				\$3,933.00
Subtotal Administration & District Commanders							\$110,155.00
Contracted Probation Officer Assigned to S.E.B.	1	\$76,000.00	\$76,000.00				\$76,000.00
MDT Computer w/License	3	\$3,000.00	\$9,000.00				\$9,000.00
Sig P226 pistol and holster	81	\$400.00	\$32,400.00				\$32,400.00
Safariland holster	81	\$76.00	\$6,156.00				\$6,156.00
Streamlight TLR-1 handgun light	81	\$86.00	\$6,966.00				\$6,966.00
Desk Top Computer w/License	2	\$1,500.00	\$3,000.00				\$3,000.00
Bite Suit	1	\$1,800.00	\$1,800.00				\$1,800.00
EOTech Optic Magnifier	2	\$500.00	\$1,000.00				\$1,000.00
Vehicle rifle lock/racks	21	\$300.00	\$6,300.00				\$6,300.00
H&K Sub Gun Replacement	5	\$2,500.00	\$12,500.00				\$12,500.00
Precision Rifle Replacement	2	\$5,000.00	\$10,000.00				\$10,000.00
Subtotal Patrol							\$165,122.00
Desktop Computer	1	\$1,800.00	\$1,800.00				\$1,800.00
Motorcycle helmet	4	\$500.00	\$2,000.00				\$2,000.00
Replacement helmet microphones	2	\$600.00	\$1,200.00				\$1,200.00
Motorcycle helmets	2	\$500.00	\$1,000.00				\$1,000.00
Subtotal Traffic							\$6,000.00
Nikon Digital Camera Kits	1	\$2,450.00	\$2,450.00				\$2,450.00
Forensic light source	1	\$7,000.00	\$7,000.00				\$7,000.00
Replacement cameras	20	\$300.00	\$6,000.00				\$6,000.00
Portable laptop & print w/CAD, wc, inverter	1	\$4,420.00	\$4,420.00				\$4,420.00
Digital recorders	2	\$385.00	\$770.00				\$770.00
Identified software upgrades	1	\$2,000.00	\$2,000.00				\$2,000.00
Subtotal Investigations							\$22,640.00
Gang Strategic Plan preparation			\$25,000.00				\$25,000.00
Subtotal Strategic Plan							\$25,000.00
Negotiations Equipment	1	\$2,046.00	\$2,046.00				\$2,046.00
WRAPS System	1	\$3,500.00	\$3,500.00				\$3,500.00
EOTech Magnifiers	5	\$500.00	\$2,500.00				\$2,500.00
Breaching Tool Kit	1	\$1,400.00	\$1,400.00				\$1,400.00
TEMS Medical Kit	1	\$800.00	\$800.00				\$800.00
Subtotal SWAT							\$10,246.00
Mobile Data Terminals	2	\$5,000.00	\$10,000.00				\$10,000.00
Spotting Scope w/recording device	1	\$700.00	\$700.00				\$700.00
Subtotal Special Enforcement Bureau							\$10,700.00
Dell laptop computer w/air card (on-scene field use)	1	\$1,500.00	\$1,500.00				\$1,500.00
Subtotal Violent Crimes							\$1,500.00
Total				\$0.00	\$0.00	\$0.00	\$351,363.00

**Recovery Act: Justice Assistance Grant (JAG) Program Award
BUDGET DETAIL BY CITY & COUNTY DEPARTMENT**

CITY OF WOODLAKE, POLICE DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
MDE-2 Martel Digital Enterceptor MDE2 & Mount Accessories <i>(Difference Paid with General Funds)</i>	5	\$2,995.00	\$14,975.00	\$1,160.56			\$16,135.56
							-\$687.56
Total		\$2,995.00	\$14,975.00	\$1,160.56			\$15,448.00

CITY OF EXETER, POLICE DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
Mobile Video Surveillance System with Camera	1	\$15,900.00	\$15,900.00		\$400.00		\$16,300.00
Mini Digital Video Recorder	1	\$695.00	\$695.00				\$695.00
Wireless Network for Camera System		\$892.00					\$892.00
Total		\$17,487.00	\$17,487.00		\$400.00		\$17,887.00

CITY OF PORTERVILLE, POLICE DEPARTMENT

Description	Quantity	Salary	Benefits				Total
Animal Control Officer Position	1	\$33,470.00	\$13,668.00				\$47,138.00
Benefits @ \$13,668							
Two part-time Investigators @ \$21,650 each	2	\$43,300.00	\$0.00				\$43,300.00
Benefits @ \$0							
School Resource Officer @ \$33,167 (30%)	1	\$11,150.00	\$6,272.00				\$17,422.00
Benefits @ \$20,906							
Total		\$87,920.00	\$19,940.00	\$0.00	\$0.00	\$0.00	\$107,860.00

COUNTY OF TULARE, SHERIFF'S DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
Start-up equipment* @ \$550	12	\$550.00	\$6,600.00				\$6,600.00
(badge; cap piece; handcuffs; baton; riot helmet; OC spray; duty belt, holster, cuff case, key strap, baton ring, mace case, belt keepers, & magazine pouch)							
Service weapon @ \$374.35	12	\$374.35	\$4,492.00				\$4,492.00
Ballistic vest @ \$420.35	12	\$420.35	\$5,044.00				\$5,044.00
Cell phone usage @ \$60 / mo. x 12 mos. x 12 = \$8,640 (2 years)	12	\$1,440.00	\$17,280.00				\$17,280.00
Fuel (for patrol vehicles) @ 3,480 gals. x \$2.46/gal. x 12 = \$102,730	12	\$8,560.83	\$102,730.00				\$102,730.00
Total			\$136,146.00	\$0.00	\$0.00	\$0.00	\$136,146.00

COUNTY OF TULARE, PROBATION DEPARTMENT

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Enviro Fee	Total
Dell Latitude E6400 Laptop	15	\$1,731.67	\$25,975.05	\$1,305.00	\$0.00	\$120.00	\$27,400.05
Pro-Desks Navigator Vehicle Mount	28	\$279.95	\$7,838.60	\$686.00	\$439.07		\$8,963.67
VPN Cards for Wireless Communication	28	\$220.00	\$6,160.00				\$6,160.00
Air Cards (if not included in computers)	28	\$17.01	\$476.28				\$476.28
Total			\$40,449.93	\$1,991.00	\$439.07	\$120.00	\$43,000.00

**Recovery Act: Justice Assistance Grant (JAG) Program Award
BUDGET DETAIL BY CITY & COUNTY DEPARTMENT**

COUNTY OF TULARE, DISTRICT ATTORNEY'S OFFICE

Description	Quantity	Salary	Benefits				Total
District Attorney's Investigator @ \$68,634 (one and one-third years)	1	\$91,283.22					\$91,283.22
Retirement @ \$13,652			\$18,157.16				\$18,157.16
Social Security @ \$6,151			\$8,180.83				\$8,180.83
Workers Comp @ \$2,034			\$2,705.22				\$2,705.22
Medical, Dental, Vision, and Life Insurance @ \$10,879			\$14,469.57				\$14,469.57
Overtime @ \$50 x 27 hours			\$1,350.00				\$1,350.00
Total		\$91,283.22	\$44,862.78				\$136,146.00

GRANT ADMINISTRATION (5%) - DISTRICT ATTORNEY'S OFFICE

Description	Quantity	Salary	Benefits				Total
Grants & Program Coordinator @ \$67,756 (10% Year 1; 10% Year 2)	1	\$13,551.20					\$13,551.20
Benefits @ \$26,251			\$5,250.20				\$5,250.20
Administrative Services Officer III @ \$76,893 (7.5% X 2 years)	1	\$11,533.95					\$11,533.95
Benefits @ \$31,414			\$4,712.10				\$4,712.10
Project Director @ \$113,077 (7.5% X 2 years)		\$16,961.55					\$16,961.55
Benefits @ \$43,560	1		\$6,534.00				\$6,534.00
Total		\$42,046.70	\$16,496.30				\$58,543.00
TOTAL AWARD							\$1,170,789.00

**Recovery Act: Justice Assistance Grant (JAG) Program Award
BUDGET DETAIL BY CATEGORY**

A. PERSONNEL SALARIES						
Description	Quantity	Salary				Total
Contracted D.A. Liaison Position (Prosecution Assistant) 100%	1	\$27,018.00				\$27,018.00
Contracted D.A. Liaison Positions (Victim Coordinator) 100%	1	\$27,018.00				\$27,018.00
Contracted Probation Officer Assigned to S.E.B. 100%	1	\$45,600.00				\$45,600.00
Animal Control Officer Position 100%	1	\$33,470.00				\$33,470.00
Two part-time Investigators @ \$21,650 each	2	\$43,300.00				\$43,300.00
School Resource Officer @ \$33,167 @ 30%	1	\$11,150.00				\$11,150.00
District Attorney's Investigator @ \$68,634 (@ one and one-third years)	1	\$91,283.22				\$91,283.22
DA Investigator Overtime @ \$50 x 27 hours	1	\$1,350.00				\$1,350.00
Grants & Program Coordinator @ \$67,756 (10% for 2 years)	1	\$13,551.20				\$13,551.20
Administrative Services Officer III @ \$76,893 (7.5% for 2 years)	1	\$11,533.95				\$11,533.95
Project Director @ \$113,077 (7.5% for 2 years)	1	\$16,961.55				\$16,961.55
Subtotal Salaries						\$322,235.92
B. FRINGE BENEFITS						
Description	Quantity		Benefits			Total
Contracted D.A. Liaison Position (Prosecution Assistant) 100%	1		\$18,012.00			\$18,012.00
Contracted D.A. Liaison Positions (Victim Coordinator) 100%	1		\$18,012.00			\$18,012.00
Contracted Probation Officer Assigned to S.E.B. 100%	1		\$30,400.00			\$30,400.00
Animal Control Officer @ \$13,668	1		\$13,668.00			\$13,668.00
School Resource Officer @ \$20,906	1		\$6,272.00			\$6,272.00
District Attorney's Investigator	1		\$43,512.78			\$43,512.78
Grants & Program Coordinator @ \$26,251 (10% for 2 years)	1		\$5,250.20			\$5,250.20
Administrative Services Officer III @ \$31,414 (7.5% for 2 years)	1		\$4,712.10			\$4,712.10
Project Director Benefits @ \$43,560 (7.5% for 2 years)	1		\$6,534.00			\$6,534.00
Subtotal Benefits						\$146,373.08
C. TRAVEL						
Description	Quantity		Cost			Total
None						\$0.00
Subtotal Travel						\$0.00
D. EQUIPMENT						
Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Total
Switching Station (accommodates 150 terminal hook ups)	1	\$15,000.00	\$15,000.00			\$15,000.00
Emergency Police Unit/Vehicle	3	\$32,000.00	\$96,000.00			\$96,000.00
Digital Audio/Video Recording System for Interview Room	1	\$10,023.80				\$10,023.80
Helicopter High Intensity Search Light	1	\$13,472.00				\$13,472.00
Taser cartridges & batteries	1	\$8,465.00	\$8,465.00			\$8,465.00
Precision Rifle Replacement	2	\$5,000.00	\$10,000.00			\$10,000.00
Forensic light source	1	\$7,000.00	\$7,000.00			\$7,000.00
Mobile Data Terminals	2	\$5,000.00	\$10,000.00			\$10,000.00
Mobile Video Surveillance System with Camera	1	\$15,900.00	\$15,900.00		\$400.00	\$16,300.00

**Recovery Act: Justice Assistance Grant (JAG) Program Award
BUDGET DETAIL BY CATEGORY**

Subtotal Equipment						\$186,260.80
E. SUPPLIES						
Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Total
XTS2500 Portable Radio, UHF, 380-470 MHz, 1-5 watts	8	\$1,155.13	\$9,241.00	\$739.28		\$9,980.28
Q811 Software for radios	9	\$789.70	\$7,107.30	\$568.58		\$7,675.88
NNTN4116 Leather Carry Case for radios	9	\$35.02	\$315.18	\$25.21		\$340.39
PMMN4038A Remote Speaker Microphone for radios	8	\$65.94	\$527.52	\$42.20		\$569.72
RPX4747A Charger for Portable Radio	9	\$75.60	\$680.40	\$54.43		\$734.83
H885BK extended warranty (3 yrs total) for radios	9	\$84.00	\$756.00	\$60.48		\$816.48
Q667 ADP software based crypto for radios	9	\$7.45	\$67.05	\$5.36		\$72.41
Glock Model 17 pistol	3	\$550.00	\$1,650.00			\$1,650.00
Level II American Armor Vest	3	\$500.00	\$1,500.00			\$1,500.00
Dell Laptop Computers	3	\$1,400.00	\$4,200.00			\$4,200.00
Set of Uniforms Initial Outlay	3	\$750.00	\$2,250.00			\$2,250.00
DATALUX Mobile Public Safety Data Systems/Terminals	11	\$4,275.00	\$47,025.00	\$4,492.73	\$440.00	\$51,957.73
Vehicle Mounting Hardware	11	\$760.00	\$8,360.00	\$794.20		\$9,154.20
Memory for Laptops	11	\$100.00	\$1,100.00	\$104.50		\$1,204.50
Memory SUV Floor PLATE-Install Adder	1	\$50.00	\$50.00	\$4.75		\$54.75
Installation for laptops in vehicles	11	\$375.00	\$4,125.00	\$391.88		\$4,516.88
LUND Keyboard Arm with Clip Tray	11	\$110.00	\$1,210.00	\$114.95		\$1,324.95
P-25 Digital / Analog Narrow Band Radios	17	\$1,800.00	\$30,600.00	\$1,921.00		\$32,521.00
Large Screen AVL Mapping monitor	1	\$1,500.00	\$1,500.00			\$1,500.00
Crime Mapping Software	1	\$2,000.00	\$2,000.00			\$2,000.00
Taser X26E	5	\$839.40	\$4,197.00			\$4,197.00
MDT Computer w/License	3	\$3,000.00	\$9,000.00			\$9,000.00
Sig P226 pistol and holster	81	\$400.00	\$32,400.00			\$32,400.00
Safariland holster	81	\$76.00	\$6,156.00			\$6,156.00
Streamlight TLR-1 handgun light	81	\$86.00	\$6,966.00			\$6,966.00
Desk Top Computer w/License	2	\$1,500.00	\$3,000.00			\$3,000.00
Bite Suit	1	\$1,800.00	\$1,800.00			\$1,800.00
EOTech Optic Magnifier	2	\$500.00	\$1,000.00			\$1,000.00
Vehicle rifle lock/racks	21	\$300.00	\$6,300.00			\$6,300.00
H&K Sub Gun Replacement	5	\$2,500.00	\$12,500.00			\$12,500.00
Desktop Computer	1	\$1,800.00	\$1,800.00			\$1,800.00
Motorcycle helmet	4	\$500.00	\$2,000.00			\$2,000.00
Replacement helmet microphones	2	\$600.00	\$1,200.00			\$1,200.00
Nikon Digital Camera Kits	1	\$2,450.00	\$2,450.00			\$2,450.00
Replacement cameras	20	\$300.00	\$6,000.00			\$6,000.00
Portable laptop & print w/CAD, wc, inverter	1	\$4,420.00	\$4,420.00			\$4,420.00
Digital recorders	2	\$385.00	\$770.00			\$770.00
Identified software upgrades	1	\$2,000.00	\$2,000.00			\$2,000.00
Negotiations Equipment	1	\$2,046.00	\$2,046.00			\$2,046.00
WRAPS System	1	\$3,500.00	\$3,500.00			\$3,500.00

**Recovery Act: Justice Assistance Grant (JAG) Program Award
BUDGET DETAIL BY CATEGORY**

Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Total
EOTech Magnifiers	5	\$500.00	\$2,500.00			\$2,500.00
Breaching Tool Kit	1	\$1,400.00	\$1,400.00			\$1,400.00
TEMS Medical Kit	1	\$800.00	\$800.00			\$800.00
Spotting Scope w/recording device	1	\$700.00	\$700.00			\$700.00
Microsoft Word software licensing for Sgts' MDTs	4	\$983.25	\$3,933.00			\$3,933.00
Motorcycle helmets	2	\$500.00	\$1,000.00			\$1,000.00
Dell laptop computer w/air card (on-scene field use)	1	\$1,500.00	\$1,500.00			\$1,500.00
MDE-2 Martel Digital Enterceptor MDE2 & Mount Accessories	5	\$2,995.00	\$14,975.00	\$1,160.56		\$15,448.00
Mini Digital Video Recorder	1	\$695.00	\$695.00			\$695.00
Wireless Network for Camera System	1	\$892.00				\$892.00
Start-up equipment (badge; cap piece; handcuffs; baton; riot helmet; OC spray; duty belt, holster, cuff case, key strap, baton ring, mace case, belt keepers, & magazine pouch)	12	\$550.00	\$6,600.00			\$6,600.00
Service weapon/pistol	12	\$374.35	\$4,492.00			\$4,492.00
Ballistic vest	12	\$420.35	\$5,044.00			\$5,044.00
Dell Latitude E6400 Laptop	15	\$1,731.67	\$25,975.05	\$1,305.00	\$559.06	\$27,280.05
Pro-Desks Navigator Vehicle Mount	28	\$279.95	\$7,838.60	\$686.00		\$9,083.66
VPN Cards for Wireless Communication	28	\$220.00	\$6,160.00			\$6,160.00
Air Cards for computers	28	\$17.01	\$476.28			\$476.28
Subtotal Supplies						\$331,533.00
F. CONSTRUCTION						
Description	Quantity		Cost			Total
None						\$0.00
Subtotal Construction						\$0.00
G. CONSULTANTS/CONTRACTS						
Description	Quantity		Cost			Total
Gang Strategic Plan preparation	1		\$25,000.00			\$25,000.00
Subtotal Consultants/Contracts						\$25,000.00
H. OTHER COSTS						
Description	Quantity	Unit Price	Subtotal	Sales Tax	Shipping	Total
Broadband Licenses @ \$44.95/month x 12 months	73	\$539.40	\$39,376.20			\$39,376.20
Cell phone usage @ \$60 / mo. x 12 mos. x 12 = \$8,640 (2 years)	12	\$1,440.00	\$17,280.00			\$17,280.00
Fuel (for patrol vehicles) @ 3,480 gals. x \$2.46/gal. x 12 = \$102,730	12	\$8,560.83	\$102,730.00			\$102,730.00
Subtotal Other						\$159,386.20
TOTAL AWARD						\$1,170,789.00

COUNTY OF TULARE
AGREEMENT NUMBER: _____.

THE STATE OF CALIFORNIA
COUNTY OF TULARE

KNOW ALL BY THESE PRESENT

**MEMORADUM OF UNDERSTANDING
BETWEEN THE COUNTY OF TULARE, CALIFORNIA
AND THE CITIES OF VISALIA, TULARE, PORTERVILLE, DINUBA, LINDSAY,
EXETER, WOODLAKE, AND FARMERSVILLE, CALIFORNIA**

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of April, 2009, by and between The COUNTY of TULARE, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as the COUNTY, and the cities of VISALIA, TULARE, PORTERVILLE, DINUBA, LINDSAY, EXETER, WOODLAKE, and FARMERSVILLE, acting by and through their respective governing bodies, the City Councils, hereinafter referred to as the CITIES or CONTRACTOR(S), all of TULARE County, State of CALIFORNIA, witnesseth:

WHEREAS, this Agreement is made under the authority of the California Joint Powers Act contained in Government Code Sections 6500 et seq.: and

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 CITIES agree to provide the COUNTY \$330,835 from the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) JAG Formula Program award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

WHEREAS, all purchases and activities under the JAG award will be completed between June 1, 2009 and June 30, 2011.

INTERLOCAL AGREEMENT
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

As the jurisdiction is certified as disparate, the County of Tulare, District Attorney's Office will serve as the fiscal agent and submit a joint application to the U.S. Department of Justice, Office of Justice Programs for the total allocation available under the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Section 2.

The total JAG grant award is \$1,170,879, of which the CITIES agree that \$330,835 will be allocated to the COUNTY. The award distribution to each unit of local government and the purposes for which funds will be used are as follows:

- 1) County of Tulare, District Attorney's Office: \$136,146
 - a. Preserve Elder Abuse Investigator position.
- 2) County of Tulare, Sheriff's Department: \$136,146
 - a. Purchase equipment and supplies, and other operating expenses necessary to support Community Oriented Policing Unit.
- 3) County of Tulare, Probation Department: \$43,000
 - a. Purchase laptop computers for Probation case management system.
- 4) City of Visalia, Police Department: \$351,363
 - a. Purchase equipment and supplies essential for operations of Administrations, Patrol, Traffic, Investigations, SWAT, Commanders, Special Enforcement Bureau, and Violent Crime;
 - b. Develop Gang Strategic Plan; and
 - c. Preserve three contracted positions: DA Victim Coordinator, DA Prosecution Assistant, and Probation Officer.
- 5) City of Tulare, Police Department: \$183,472
 - a. Purchase switching station and broadband licenses;
 - b. Purchase three police vehicles for, and equipment essential to operations of, Problem Orientated Policing Unit;
 - c. Audio/Video recording system for interview room; and
 - d. Helicopter high intensity search light.
- 6) City of Porterville, Police Department: \$107,860
 - a. Preserve four positions: Animal Control Officer, two part-time Investigators, and School Resource Officer.

INTERLOCAL AGREEMENT
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

- 7) City of Dinuba, Police Department: \$68,213
 - a. Purchase DATALUX Mobile Data Terminals.
- 8) City of Exeter, Police Department: \$17,887
 - a. Purchase Mobile Video Surveillance System.
- 9) City of Lindsay, Police Department: \$32,521
 - a. Purchase mandated Project 25 (P-25) compliant portable handheld radios.
- 10) City of Farmersville, Police Department: \$20,190
 - a. Purchase mandated Project 25 (P-25) compliant portable handheld radios.
- 11) City of Woodlake, Police Department: \$15,448
 - a. Purchase in-car video systems for patrol units.
- 12) County of Tulare, District Attorney's Office: \$58,543
 - a. Grant Administration: Project Director, Grants and Program Coordinator, and Administrative Services Officer.

Section 3.

Each party to this agreement will ensure that, in accordance with the Office of Justice Programs Financial Guide (Part II, Chapter 3), federal funds will be used to supplement existing state and local funds for program activities and will not replace, or supplant, those funds that have been appropriated for the same purpose.

Section 4.

The parties to this Agreement will ensure that, pursuant to section 1602 of the Recovery Act, grant funds will be used in a manner that maximizes job creation and economic benefit.

Section 5.

Each party to this agreement will track, account for, and report on funds from the Recovery Act grant separately from all other funds (including funds from non-Recovery Act grants awarded for the same or similar purposes or programs), and consistent with the Recovery Act emphasis on accountability and transparency, will not commingle Recovery Act funds with funds from any other source.

Section 6.

Each party to this agreement will track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

INTERLOCAL AGREEMENT
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

Section 7.

The parties to this Agreement will ensure that, in accordance with the requirements set forth in Section 1512(c) of the Recovery Act, quarterly financial and programmatic reports (including reports on subawards) will be submitted within ten (10) calendar days after the end of each calendar quarter, starting July 10, 2009; further, that consistent with the Recovery Act emphasis on accountability and transparency, receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

Section 8.

As the fiscal agent for these grant funds, the COUNTY will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds, in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide.

Section 9.

In the event that any portion of the District Attorney's expenditure claims fail to qualify, or are disallowed for reimbursement, by the Federal agency, it is then the responsibility of the District Attorney, and Department Head or City Manager submitting the claim, to jointly notify the County Administrative Officer and Board of Supervisors. Department Head or City Manager will be financially responsible for repayment of unallowable expenditures.

Section 10.

The reimbursement requests shall be documented in such reasonable detail as the District Attorney's Office may require, consistent with the requirements of the County Auditor's Office, the Office of Justice Programs, and the American Recovery and Reinvestment Act of 2009 (Public Law 111-5). Documentation shall establish that the funds were expended for the intended purposes stated in the MOU and grant application. The reimbursement request shall include the claim period, MOU/Agreement number, and be submitted within five (5) calendar days after the end of each month.

Section 11.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

INTERLOCAL AGREEMENT
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

Section 12.

Nothing in the performance of this Agreement shall impose any liability for claims against CITIES other than claims for which liability may be imposed by the Tort Claims Act.

Section 13.

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 14.

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

Section 15.

Termination without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

Termination with Cause: This Agreement may be terminated with cause by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party

INTERLOCAL AGREEMENT
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CONTRACTOR.

Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

Section 16.

This Agreement shall be executed in duplicate originals, with each party to retain a fully-executed duplicate original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same document. Facsimile signatures shall be considered as binding as original signatures.

INTERLOCAL AGREEMENT
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

Section 17.

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.

COUNTY of TULARE, California
Chairman, Board of Supervisors

CITY of DINUBA, California
City Manager or Chief of Police

COUNTY of TULARE, California
District Attorney

CITY of EXETER, California
City Manager or Chief of Police

COUNTY of TULARE, California
Sheriff

CITY of LINDSAY, California
City Manager or Chief of Police

COUNTY of TULARE, California
Chief Probation Officer

CITY of FARMERSVILLE, California
City Manager or Chief of Police

CITY of VISALIA, California
City Manager or Chief of Police

CITY of WOODLAKE, California
City Manager or Chief of Police

CITY of TULARE, California
City Manager or Chief of Police

APPROVED AS TO FORM:

CITY of PORTERVILLE, California
City Manager or Chief of Police

COUNTY of TULARE, California
County Counsel

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

Certification as to Recovery Act Reporting Requirements

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Accountability and Transparency under the Recovery Act" in the program announcement for the Recovery Act grant program identified above. I have also read and reviewed section 1512(c) of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. I agree that the applicant will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act grant program identified above.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

Full Name of Applicant Entity

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

General Certification as to Requirements for Receipt of Funds
for Infrastructure Investments

On behalf of the applicant State or unit of local government (including tribal government) named below, I certify the following to the Office of Justice Programs ("OJP"), U.S. Department of Justice:

I have personally read and reviewed the section entitled "Eligibility" in the program announcement for the Recovery Act grant program named above. I also have personally read and reviewed section 1511 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), which requires a specific certification prior to receipt of Recovery Act funds for infrastructure investments.

Initial the statement that applies:

_____ The applicant identified below **does not intend to use** any portion of any funds received under this Recovery Act grant program for any infrastructure investment. Should this intention change, the applicant will promptly notify OJP, and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act program for any infrastructure investment project until section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

_____ The applicant identified below **does intend to use** some or all of any funds received under this Recovery Act grant program for one or more infrastructure investment projects. Except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law, I agree that the applicant entity will execute, post, and submit to OJP, prior to obligating, expending, or drawing down funds for such project, a project-specific certification that satisfies all of the requirements of section 1511 (including execution by the Governor, mayor, or other chief executive, as appropriate) for each such infrastructure investment project.

Page 2 of 2

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

General Certification as to Requirements for Receipt of Funds
for Infrastructure Investments

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant (that is, the governmental entity applying directly to the Office of Justice Programs).

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

Full Name of Applicant Government Entity

Date

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p>_____</p>
<p>* APPLICANT ORGANIZATION</p> <p>_____</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>