GMS APPLICATION NUMBER: 2016-H3648-ID-DJ

THE STATE OF IDAHO
COUNTY OF BONNEVILLE

KNOW ALL BY THESE PRESENT

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF IDAHO FALLS, IDAHO and COUNTY OF BONNEVILLE, IDAHO

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ___ day of June 2016, by and between the COUNTY of Bonneville, acting by and through its governing body, the County Commissioners, hereinafter referred to as COUNTY, and the CITY of Idaho Falls, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Bonneville County, State of Idaho, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall made that performance or those payments from current revenues legally available to that part: 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 CITY and COUNTY believe it to be in their best interests to disburse the JAG funds as noted.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to abide by the 2016 Idaho JAG allocations as outlined by the Bureau of Justice Assistance (BJA), which show that the City of Idaho Falls and Bonneville County are in a funding disparity (CITY $25,060; COUNTY $15,013). In the case of a disparate relationship units of local government must have a Memorandum of Understanding and apply for an award with a single, joint application. Further, the CITY agrees to apportion $2,000 of their allocation to the COUNTY for grant administration.

Section 2.

COUNTY agrees to use $40,073 for approved equipment purchases: Idaho Falls Police – Body cameras and storage, upgrade Tasers and Taser equipment, Ductless Fume Hood ($23,060.00) and Bonneville County Sheriff’s – gas masks and gas mask testing equipment ($15,013.00), to be completed by July 1, 2018.

Section 3.

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 Idaho Tort Claims Act.
Section 4.

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

Section 5.

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 6.

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

Section 7.

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.

CITY of IDAHO FALLS, IDAHO

Rebecca Casper Date
Mayor, City of Idaho Falls

ATTEST:

Kathy Hampton Date
City Clerk

COUNTY of BONNEVILLE, IDAHO

Roger S. Christensen Date
Chairman, County Board of Commissioners

ATTEST:

Ronald Longmore Date
County Clerk