

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: TC
Amend No. _____

Date prepared: July 24, 2009

Council Meeting Date: August 25, 2009

TO: Carl Swenson, City Manager

THROUGH: Susan K. Thorpe, Deputy City Manager *SKT*

FROM: Larry J. Ratcliff, Police Chief *LJR*

SUBJECT: Memorandum of Understanding between the City of Peoria and Maricopa County for the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) to accept a pass-through award amount of \$ \$38,058

RECOMMENDATION:

That the Mayor and Council accept and enter into a Memorandum of Understanding between the City of Peoria and Maricopa County for the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) for a pass-through award from Maricopa County in the amount of \$38,058 to fund MDC software and on-going wireless costs.

In addition, it is recommended that Mayor and Council approve a budget transfer of \$38,058 from Proposed Grants Contingency Account (7990-7990-570000) to the Justice Assistance Grant account (7507-7757) thus providing expenditure authority for the grant fund accounts listed below:

- Computer Software 7507-7757-530021 for \$22,320
- Telecommunication Services Lease/Rentals 7507-7757-523510 for \$11,418
- Computer Software Supply and Maintenance 7507-7757-525008 for \$4,320

SUMMARY:

Attached for signature is the Memorandum of Understanding between the City of Peoria and Maricopa County to allow Maricopa County to request JAG grant funding in the amount of \$2,429,831 to go to the county and 12 cities in the valley. The City of Peoria will receive \$38,058.

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 00409 LIC. # _____
Action Date: _____

The FY09 Justice Assistance Grant (JAG) has awarded \$2,429,831 to Maricopa County and the funding will be distributed based on each city's share of the total violent crime reported within the state. The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. The grant requires that operations financed with these funds be supplemental to normally funded police programs (not supplant normal police funding).

Funding will be used to upgrade mobile computers to enable data sharing among newly expanded units within the Peoria Police Department.

FISCAL NOTE:

No matching funds are required.

ATTACHMENT:

Memorandum of Understanding (3)

**THE STATE OF ARIZONA
COUNTY OF MARICOPA**

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, CITY OF EL MIRAGE, TOWN OF GILBERT, CITY OF
GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY
OF SCOTTSDALE, CITY OF SURPRISE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2009 LOCAL SOLICITATION**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the CITY of EL MIRAGE; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of SURPRISE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, -251:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; 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 MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to receive \$2,429,831 from the JAG award for the Maricopa County JAG Program; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to pay City of Avondale a total of \$12,254 of JAG funds.
COUNTY agrees to pay City of Chandler a total of \$101,205 of JAG funds.
COUNTY agrees to pay City of El Mirage a total of \$11,334 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of \$28,242 of JAG funds.
COUNTY agrees to pay City of Glendale a total of \$172,060 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of \$14,172 of JAG funds.
COUNTY agrees to pay City of Mesa a total of \$253,803 of JAG funds.
COUNTY agrees to pay City of Peoria a total of \$38,058 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of \$1,268,192 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of \$55,196 of JAG funds.
COUNTY agrees to pay City of Surprise a total of \$14,401 of JAG funds.
COUNTY agrees to pay City of Tempe a total of \$118,919 of JAG funds.

GMS APPLICATION NUMBER 2009-G9557-AZ-DJ (Mandatory)

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use \$341,995 for the JAG Program until September 30, 2012.

Section 3

1. **Term.** This Agreement shall be in effect for the term of the FY2009 JAG grant, being October 1, 2008 through September 30, 2012, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant.

2. **Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
 - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
 - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.

3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
 - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
 - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
 - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.

4. **DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.

5. **NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

GMS APPLICATION NUMBER 2009-G9557-AZ-DJ (Mandatory)

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

<p>The COUNTY:</p> <p>Teresa Tschupp C/O Juvenile Probation Department Finance Office 3125 W. Durango Phoenix, AZ 85009 602-372-0332 Fax: 602-506-4165</p>	<p>The CITY of AVONDALE</p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The CITY of CHANDLER</p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of EL MIRAGE</p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The TOWN of GILBERT</p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of GLENDALE</p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The CITY of GOODYEAR</p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of MESA</p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>

The CITY of <u>PEORIA</u> Name: Teresa Corless Address: City of Peoria Police Department Address: 8351 W. Cinnabar Ave Address: City/St/Zip: Peoria, AZ 85345 Phone: (623) 773-7035 Fax: (623) 773-7015	The CITY of <u>PHOENIX</u> Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of <u>SCOTTSDALE</u> Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of <u>SURPRISE</u> Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of <u>TEMPE</u> Name: Address: Address: Address: City/St/Zip: Phone: Fax:	

Section 4

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

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>TOWN OF GILBERT</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>CITY OF GLENDALE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>CITY OF GOODYEAR</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>CITY OF MESA</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>Stephen M. Kemp, City Attorney Date</p>	<p>CITY OF PEORIA</p> <p>By: _____</p> <p>Type Name: <u>Carl Swenson</u></p> <p>Its: <u>City Manager</u></p> <p>Attest: _____ Mary Jo Kief, City Clerk</p> <p>DATE: _____</p>

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>CITY OF PHOENIX</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>CITY OF SCOTTSDALE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>CITY OF SURPRISE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>City Attorney Date</p>	<p>CITY OF TEMPE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>