

## Staff Summary Report

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Council Meeting Date: 05/28/2009

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request approval of a resolution to enter into a revised Memorandum of Understanding (MOU) with Maricopa County to accept funding from the Justice Assistance Grant (JAG) program.

**DOCUMENT NAME:** 20090528pdsj01 **POLICE DEPARTMENT ADMINISTRATION (0606-02)**  
Resolution No. 2009.47

**SUPPORTING DOCS:** Yes

**COMMENTS:** Funding in the amount of \$510,423.

**PREPARED BY:** Shannon Johnson, Management Assistant II      **EXT. 2023**

**REVIEWED BY:** Paul Bentley, Fiscal & Research Administrator      **EXT. 6204**

**LEGAL REVIEW BY:** Bill Amato, Police Legal Advisor      **EXT. 8610**

**DEPARTMENT APPROVAL:** Tom Ryff, Chief of Police      **EXT. 8214**

**FISCAL NOTE:** N/A

**RECOMMENDATION:** Approve and sign the MOU.

**ADDITIONAL INFO:** The Council previously approved the JAG MOU, however an updated MOU needs to be signed as there are several minor changes that have taken place. The funding amount remains the same for Tempe and the PD still seeks to utilize this funding to help prevent the elimination of critical sworn positions. However, Scottsdale and Avondale's award amounts have changed, a statute was clarified, the agreement term changed, and section 8 was added to the agreement.

**RESOLUTION NO. 2009.47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN MARICOPA COUNTY AND THE CITY OF TEMPE FOR JUSTICE ASSISTANCE GRANT PROGRAM DOLLARS, AND AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACT AS AGENT OF THE CITY OF TEMPE FOR ALL NEGOTIATIONS AND NECESSARY INSTRUMENTS.**

WHEREAS, the City of Tempe, at the recommendation of the Police Department, will approve the Memorandum of Understanding; and

WHEREAS, this project is for the benefit of all citizens of Tempe; and

WHEREAS, the project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Approves the Memorandum of Understanding between Maricopa County and the City of Tempe; and
2. Gives authority to the Tempe Chief of Police or his designee, to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Hugh Hallman, MAYOR

ATTEST:

\_\_\_\_\_  
Jan Hort, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Ching, City Attorney

THE STATE OF ARIZONA  
COUNTY OF MARICOPA

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF AVONDALE, TOWN OF BUCKEYE, 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 TEMPE, CITY OF TOLLESON, CITY OF  
SURPRISE, TOWN OF YOUNGTOWN AND COUNTY OF MARICOPA, ARIZONA

2009 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD

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 TOWN of BUCKEYE; 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 TEMPE; and the CITY of TOLLESON; and the CITY of SURPRISE; and the TOWN of YOUNGTOWN, 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 \$10,536,695 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 \$272,479 of JAG funds.  
COUNTY agrees to pay Town of Buckeye a total of \$21,614 of JAG funds.  
COUNTY agrees to pay City of Chandler a total of \$433,610 of JAG funds.  
COUNTY agrees to pay City of El Mirage a total of \$43,893 of JAG funds.  
COUNTY agrees to pay Town of Gilbert a total of \$117,214 of JAG funds.  
COUNTY agrees to pay City of Glendale a total of \$740,863 of JAG funds.  
COUNTY agrees to pay City of Goodyear a total of \$56,197 of JAG funds.  
COUNTY agrees to pay City of Mesa a total of \$1,095,332 of JAG funds.  
COUNTY agrees to pay City of Peoria a total of \$159,778 of JAG funds.  
COUNTY agrees to pay City of Phoenix a total of \$5,494,118 of JAG funds.  
COUNTY agrees to pay City of Scottsdale a total of \$9,500 of JAG funds.

**GMS APPLICATION NUMBER 2009-F1486-AZ-SB (Mandatory)**

COUNTY agrees to pay City of Tempe a total of \$510,423 of JAG funds.  
COUNTY agrees to pay City of Tolleson a total of \$32,920 of JAG funds.  
COUNTY agrees to pay City of Surprise a total of \$57,194 of JAG funds.  
COUNTY agrees to pay Town of Youngtown a total of \$13,800 of JAG funds.

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 \$1,477,760 for the JAG Program until February 28, 2013.

**Section 3**

1. **Term.** This Agreement shall be in effect for the term of the FY2009 JAG grant, being March 1, 2009 through February 28, 2013, 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.

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

<p>The <b>COUNTY</b>:</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 <b>AVONDALE</b></p> <p>Name: _____                  Address: _____                  Address: _____                  Address: _____                  City/St/Zip: _____                  Phone: _____                  Fax: _____</p>
<p>The TOWN of <b>BUCKEYE</b></p> <p>Name: _____                  Address: _____                  Address: _____                  Address: _____                  City/St/Zip: _____                  Phone: _____                  Fax: _____</p>	<p>The CITY of <b>CHANDLER</b></p> <p>Name: _____                  Address: _____                  Address: _____                  Address: _____                  City/St/Zip: _____                  Phone: _____                  Fax: _____</p>
<p>The CITY of <b>EL MIRAGE</b></p> <p>Name: _____                  Address: _____                  Address: _____                  Address: _____                  City/St/Zip: _____                  Phone: _____                  Fax: _____</p>	<p>The TOWN of <b>GILBERT</b></p> <p>Name: _____                  Address: _____                  Address: _____                  Address: _____                  City/St/Zip: _____                  Phone: _____                  Fax: _____</p>
<p>The CITY of <b>GLENDALE</b></p> <p>Name: _____                  Address: _____                  Address: _____                  Address: _____                  City/St/Zip: _____                  Phone: _____                  Fax: _____</p>	<p>The CITY of <b>GOODYEAR</b></p> <p>Name: _____                  Address: _____                  Address: _____                  Address: _____                  City/St/Zip: _____                  Phone: _____                  Fax: _____</p>

The CITY of <b><u>MESA</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____	The CITY of <b><u>PEORIA</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____
The CITY of <b><u>PHOENIX</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____	The CITY of <b><u>SCOTTSDALE</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____
The CITY of <b><u>TEMPE</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____	The CITY of <b><u>TOLLESON</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____
The CITY of <b><u>SURPRISE</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____	The TOWN of <b><u>YOUNGTOWN</u></b> 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**

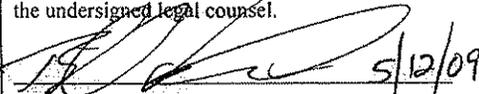
This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

**Section 8**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

<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>Deputy County Attorney Date</p>	<p><b>MARICOPA COUNTY</b></p> <p>By: _____ Max Wilson</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: _____ Fran McCarroll, Clerk of the Board</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>Avondale City Attorney Date</p>	<p><b>CITY OF AVONDALE</b></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>Buckeye Town Attorney Date</p>	<p><b>TOWN OF BUCKEYE</b></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>Mesa City Attorney Date</p>	<p><b>CITY OF MESA</b></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>Peoria City Attorney Date</p>	<p><b>CITY OF PEORIA</b></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>Phoenix City Attorney Date</p>	<p><b>CITY OF PHOENIX</b></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>Scottsdale City Attorney Date</p>	<p><b>CITY OF SCOTTSDALE</b></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> 5/12/09</p> <p>Tempe City Attorney Date</p>	<p><b>CITY OF TEMPE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>

