

**CITY CLERK  
ORIGINAL**

CONTRACT NO 8591

C-8591  
09/10/2013

**THE STATE OF ARIZONA  
COUNTY OF MARICOPA**

**KNOW ALL BY THESE PRESENT**

**MEMORANDUM OF UNDERSTANDING  
AMONG**

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

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2013 LOCAL SOLICITATION (CFDA #16.738)**

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 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, 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 CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; 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 receive \$1,287,217 from the JAG award for the Maricopa County JAG Program.
- COUNTY agrees to pay City of Avondale a total of \$24,702 of JAG funds.
- COUNTY agrees to pay City of Chandler a total of \$51,115 of JAG funds.
- COUNTY agrees to pay Town of Gilbert a total of \$14,674 of JAG funds.
- COUNTY agrees to pay City of Glendale a total of \$86,334 of JAG funds.
- COUNTY agrees to pay City of Goodyear a total of \$7,948 of JAG funds.
- COUNTY agrees to pay City of Mesa a total of \$127,177 of JAG funds.
- COUNTY agrees to pay City of Peoria a total of \$19,566 of JAG funds.
- COUNTY agrees to pay City of Phoenix a total of \$632,462 of JAG funds.
- COUNTY agrees to pay City of Scottsdale a total of \$28,126 of JAG funds.
- COUNTY agrees to pay City of Tempe a total of \$59,798 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 \$235,315 for the JAG Program until September 30, 2016.

**Section 3**

1. **Term.** This Agreement shall be in effect for the term of the FY2013 JAG grant, being October 1, 2012 through September 30, 2016, 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. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.
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>Alice Bustillo<br/> C/O County Manager's Office<br/> 301 W. Jefferson Street, 10th Floor<br/> Phoenix, AZ 85003<br/> 602-372-7059<br/> Fax: 602-506-1642</p>  | <p>The CITY of <b>AVONDALE</b><br/> Name: Kimberly Martinez</p> <hr/> <p>Address: 11465 West Civic Center Drive</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Avondale AZ 85323</p> <hr/> <p>Phone: 623-333-1000</p> <hr/> <p>Fax: 623-333-0100</p> <hr/>                      |
| <p>The CITY of <b>CHANDLER</b><br/> Name: Judy Mandt</p> <hr/> <p>Address: Chandler Police Department</p> <hr/> <p>Address: Mail Stop 303</p> <hr/> <p>Address: PO Box 4008</p> <hr/> <p>City/St/Zip: Chandler AZ 85244-4008</p> <hr/> <p>Phone: 480-782-4085</p> <hr/> <p>Fax: 480-782-4086</p> <hr/> | <p>The TOWN of <b>GILBERT</b><br/> Name: Joseph Go</p> <hr/> <p>Address: 75 E. Civic Center Dr</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Gilbert AZ 85296</p> <hr/> <p>Phone: 480-635-7060</p> <hr/> <p>Fax: 480-497-4943</p> <hr/>  |
| <p>The CITY of <b>GLENDALE</b><br/> Name: Kristy Baker</p> <hr/> <p>Address: 6835 N. 57<sup>th</sup> Drive</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Glendale AZ 85301</p> <hr/> <p>Phone: 623-930-3212</p> <hr/> <p>Fax: 623-847-1399</p> <hr/>                           | <p>The CITY of <b>GOODYEAR</b><br/> Name: Christine McMurdy</p> <hr/> <p>Address: City Manager's Office</p> <hr/> <p>Address: 190 North Litchfield Road</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Goodyear AZ 85338</p> <hr/> <p>Phone: 623-882-7806</p> <hr/> <p>Fax: 623-882-7077</p> <hr/>    |
| <p>The CITY of <b>MESA</b><br/> Name: Bill Kalaf</p> <hr/> <p>Address: Mesa Police Department</p> <hr/> <p>Address: P.O. Box 1466</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Mesa AZ 85211</p> <hr/> <p>Phone: 480-644-5365</p> <hr/> <p>Fax: 480-644-2857</p> <hr/>                              | <p>The CITY of <b>PEORIA</b><br/> Name: Teresa Corless</p> <hr/> <p>Address: City of Peoria Police Department</p> <hr/> <p>Address: 8351 W. Cinnabar Avenue</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Peoria, AZ 85345</p> <hr/> <p>Phone: 623-773-7035</p> <hr/> <p>Fax: 623-773-7015</p> <hr/> |

|  |  |
|--|--|
| <b>The CITY of <u>PHOENIX</u></b><br>Name: Gary Turner | <b>The CITY of <u>SCOTTSDALE</u></b><br>Name: Melissa Miller |
| Address: Phoenix Police Department                     | Address: Scottsdale PD Headquarters                          |
| Address: 4 <sup>th</sup> Floor, Suite 422              | Address: 8401 E. Indian School Rd.                           |
| Address: 620 W. Washington St                          | Address:   |
| City/St/Zip: Phoenix AZ 85003                          | City/St/Zip: Scottsdale AZ 85251                             |
| Phone: 602-534-3622                                    | Phone: 480-312-1979  |
| Fax: 602-534-1613                                      | Fax: 480-312-7891  |
| <b>The CITY of <u>TEMPE</u></b><br>Name: Miyoung Kim   |  |
| Address: C/O Tempe Police Department - OMBR            |  |
| Address: 120 E. 5 <sup>th</sup> Street                 |  |
| Address:   |  |
| City/St/Zip: Tempe AZ 85281                            |  |
| Phone: 480-350-8358                                    |  |
| 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**

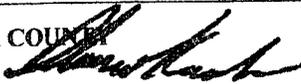
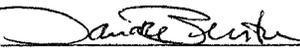
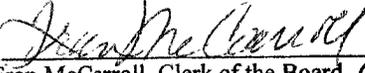
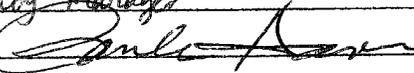
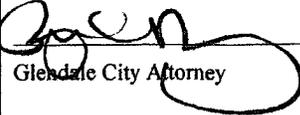
The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

**Section 9**

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.

**Section 10**

Mutual Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

|  |   |
|--|---|
| <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>MARICOPA COUNTY<br/>By: <u></u><br/>Andrew Kunasek</p>   |
| <p><u> Oct 1 2013</u><br/>Deputy County Attorney, Civil Svcs Div      Date</p>                              | <p>Its: <u>Chairman of the Board of Supervisors</u><br/>Attest: <u></u><br/>Fran McCarroll, Clerk of the Board 092513<br/>DATE: <u>OCT 07 2013</u></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>CITY OF AVONDALE<br/>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>DATE: _____</p>   |
| <p>Avondale City Attorney      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>CITY OF CHANDLER<br/>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>DATE: _____</p>   |
| <p>Chandler City Attorney      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>TOWN OF GILBERT<br/>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>DATE: _____</p>  |
| <p>Gilbert Town Attorney      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>CITY OF GLENDALE<br/>By: <u></u><br/>Type Name: <u>Brenda S. Fischer</u><br/>Its: <u>City Manager</u><br/>Attest: <u></u><br/>DATE: <u>9/12/13</u></p> |
| <p><u></u><br/>Glendale City Attorney      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><b>CITY OF GOODYEAR</b></p>   |
| <p>_____ Date<br/>Goodyear City Attorney</p>   | <p>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>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><b>CITY OF MESA</b></p>   |
| <p>_____ Date<br/>Mesa City Attorney</p>   | <p>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>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><b>CITY OF PEORIA</b></p>   |
| <p>_____ Date<br/>Peoria City Attorney</p>   | <p>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>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><b>CITY OF PHOENIX</b></p>  |
| <p>_____ Date<br/>Phoenix City Attorney</p>  | <p>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>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><b>CITY OF SCOTTSDALE</b></p>   |
| <p>_____ Date<br/>Scottsdale City Attorney</p>   | <p>By: _____<br/>Type Name: _____<br/>Its: _____<br/>Attest: _____<br/>DATE: _____</p> |

