

CITY CLERK ORIGINAL

C-9208
09/09/2014

GMS APPLICATION NUMBER: 2014-H1867-AZ-DJ (Mandatory)

C-95-15-002-G-00

CONTRACT NO _____

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 SURPRISE, CITY OF TEMPE, AND COUNTY OF MARICOPA,
ARIZONA

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2014 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 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 CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES and TOWNS; 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 \$1,395,115 from the JAG award for the Maricopa County JAG Program.
COUNTY agrees to pay City of Avondale a total of \$26,659 of JAG funds.
COUNTY agrees to pay City of Chandler a total of \$55,890 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of \$15,563 of JAG funds.
COUNTY agrees to pay City of Glendale a total of \$94,864 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of \$7,714 of JAG funds.
COUNTY agrees to pay City of Mesa a total of \$140,063 of JAG funds.
COUNTY agrees to pay City of Peoria a total of \$20,976 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of \$699,230 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of \$30,448 of JAG funds.

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COUNTY agrees to pay City of Surprise a total of \$7,849 of JAG funds.

COUNTY agrees to pay City of Tempe a total of \$65,498 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 \$230,361 for the JAG Program until September 30, 2017.

Section 3

1. **Term.** This Agreement shall be in effect for the term of the FY2014 JAG grant, being October 1, 2013 through September 30, 2017, 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 COUNTY:</p> <p>Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642</p>	<p>The CITY of AVONDALE 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 CHANDLER 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 GILBERT 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 GLENDALE Name: David Rice</p> <hr/> <p>Address: 6835 N. 57th 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 GOODYEAR 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 MESA Name: Beth Thuringer</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 PEORIA 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/>

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The CITY of <u>PHOENIX</u> Name: Gary Turner Address: Phoenix Police Department Address: 4 th Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613	The CITY of <u>SCOTTSDALE</u> Name: Melissa Miller Address: Scottsdale PD Headquarters Address: 8401 E. Indian School Rd. Address: City/St/Zip: Scottsdale AZ 85251 Phone: 480-312-1979 Fax: 480-312-7891
The CITY of <u>TEMPE</u> Name: Miyoung Kim Address: C/O Tempe Police Department - OMBR Address: 120 E. 5 th Street Address: City/St/Zip: Tempe AZ 85281 Phone: 480-350-8358 Fax:	The CITY of <u>SURPRISE</u> Name: Lt. Randy Rody Address: Surprise Police Department Address: 16000 N. Civic Center Plaza Address: City/St/Zip: Surprise AZ 85374 Phone: 480-312-1979 Fax: 480-312-7891

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

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

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The CITY of <u>PHOENIX</u> Name: Gary Turner	The CITY of <u>SCOTTSDALE</u> Name: Melissa Miller
Address: Phoenix Police Department	Address: Scottsdale PD Headquarters
Address: 4 th 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
The CITY of <u>TEMPE</u> Name: Miyoung Kim	The CITY of <u>SURPRISE</u> Name: Lt. Randy Rody
Address: C/O Tempe Police Department - OMBR	Address: Surprise Police Department
Address: 120 E. 5 th Street	Address: 16000 N. Civic Center Plaza
Address:	Address:
City/St/Zip: Tempe AZ 85281	City/St/Zip: Surprise AZ 85374
Phone: 480-350-8358	Phone: 480-312-1979
Fax:	Fax: 480-312-7891

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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.

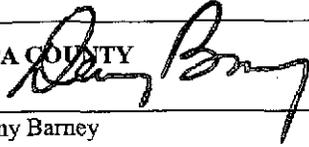
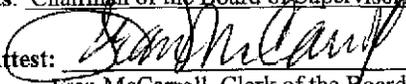
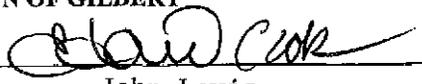
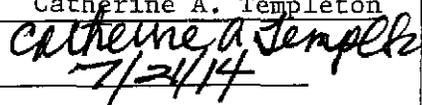
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p><u>[Signature]</u> 11-24-2014 Deputy County Attorney, Civil Svcs Div Date</p>	<p>MARICOPA COUNTY</p> <p>By: <u>[Signature]</u> Denny Barney</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: <u>[Signature]</u> Fran McCarroll, Clerk of the Board</p> <p>DATE: <u>NOV 25 2014</u> 111914</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><u>[Signature]</u> 6.16.14 Avondale City Attorney Date</p>	<p>CITY OF AVONDALE</p> <p>By: <u>[Signature]</u> Type Name: <u>David W. Fitzhugh</u></p> <p>Its: <u>Acting City Manager</u></p> <p>Attest: <u>[Signature]</u></p> <p>DATE: <u>June 17, 2014</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>_____ Chandler City Attorney Date</p>	<p>CITY OF CHANDLER</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>_____ Gilbert Town 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>MARICOPA COUNTY</p>
<p><u>Michael W. [Signature]</u> Deputy County Attorney, Civil Svcs Div Date</p>	<p>By: <u>Denny Barney</u> Denny Barney Its: <u>Chairman of the Board of Supervisors</u> Attest: <u>[Signature]</u> Fran McCarroll, Clerk of the Board DATE: <u>NOV 25 2014</u> 111914</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</p>
<p><u>[Signature]</u> 6.16.14 Avondale City Attorney Date</p>	<p>By: <u>David W. Fitzhugh</u> Type Name: <u>David W. Fitzhugh</u> Its: <u>Acting City Manager</u> Attest: <u>[Signature]</u> DATE: <u>June 17, 2014</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 CHANDLER</p>
<p>Chandler City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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</p>
<p>Gilbert Town Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</p>

C-95-15-002-G-00

<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><u>Melissa E. [Signature]</u> 11-24-2014 Deputy County Attorney, Civil Svcs Div Date</p>	<p>MARICOPA COUNTY By: <u>[Signature]</u> Denny Barney Its: <u>Chairman of the Board of Supervisors</u> Attest: <u>[Signature]</u> Fran McCarroll, Clerk of the Board DATE: <u>NOV 25 2014</u> 111919</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>_____ Avondale City Attorney Date</p>	<p>CITY OF AVONDALE By: _____ Type Name: _____ Its: _____ Attest: _____ 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>_____ Chandler City Attorney Date</p>	<p>CITY OF CHANDLER By: _____ Type Name: _____ Its: _____ Attest: _____ 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>_____ Gilbert Town Attorney Date</p>	<p>TOWN OF GILBERT By: _____ Type Name: _____ Its: _____ Attest: _____ 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><u>[Signature]</u> 11-24-2014 Deputy County Attorney, Civil Svcs Div Date</p>	<p>MARICOPA COUNTY</p> <p>By: <u>[Signature]</u> Denny Barney</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: <u>[Signature]</u> Fran McCarroll, Clerk of the Board</p> <p>DATE: <u>NOV 25 2014</u> 11/19/14</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>_____ Avondale City Attorney Date</p>	<p>CITY OF AVONDALE</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><u>[Signature]</u> 5-21-14 Chandler Asst. City Attorney Date</p>	<p>CITY OF CHANDLER</p> <p>By: <u>[Signature]</u></p> <p>Type Name: <u>Sean E. Duggan</u></p> <p>Its: <u>Chief of Police</u></p> <p>Attest: <u>[Signature]</u></p> <p>DATE: <u>6-5-2014</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>_____ Gilbert Town 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>MARICOPA COUNTY</p>
<p></p>	<p>By: <u></u> Denny Barney</p>
<p>Deputy County Attorney, Civil Svcs Div Date</p>	<p>Its: <u>Chairman of the Board of Supervisors</u></p>
	<p>Attest: <u></u> Fran McCarroll, Clerk of the Board</p>
	<p>DATE: <u>NOV 25 2014</u> <u>11/9/14</u></p>
<p>CITY OF AVONDALE</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>By: _____</p>
	<p>Type Name: _____</p>
	<p>Its: _____</p>
	<p>Attest: _____</p>
<p>Avondale City Attorney Date</p>	<p>DATE: _____</p>
<p>CITY OF CHANDLER</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>By: _____</p>
	<p>Type Name: _____</p>
	<p>Its: _____</p>
	<p>Attest: _____</p>
<p>Chandler City Attorney Date</p>	<p>DATE: _____</p>
<p>TOWN OF GILBERT</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>By: <u></u> Type Name: <u>John Lewis</u></p>
	<p>Its: <u>Mayor</u></p>
<p><u></u> <u>July 9, '14</u></p>	<p>Attest: <u>Catherine A. Templeton</u></p>
<p>Gilbert Town Attorney Date</p>	<p>DATE: <u></u> <u>7/21/14</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><u>[Signature]</u> Deputy County Attorney, Civil Svcs Div Date</p>	<p>MARICOPA COUNTY</p> <p>By: <u>[Signature]</u> Denny Barney</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: <u>[Signature]</u> Fran McCarroll, Clerk of the Board</p> <p>DATE: <u>NOV 25 2014</u> <u>11/25/14</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>_____ Avondale City Attorney Date</p>	<p>CITY OF AVONDALE</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>_____ Chandler City Attorney Date</p>	<p>CITY OF CHANDLER</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><u>[Signature]</u> <u>July 9, '14</u> Gilbert Town Attorney Date</p>	<p>TOWN OF GILBERT</p> <p>By: <u>[Signature]</u> Type Name: <u>John Lewis</u></p> <p>Its: <u>Mayor</u></p> <p>Attest: <u>Catherine A. Templeton</u> <u>[Signature]</u></p> <p>DATE: <u>7/21/14</u></p>

CITY OF GLENDALE

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.

By: Julie Frisoni
Type Name: Julie Frisoni
Its: Assistant City Manager
Attest: [Signature]
DATE: 09/17/14

Michael Brady / by DWR 9-17-2014
Glendale City Attorney Date

CITY OF GOODYEAR

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.

By: _____
Type Name: _____
Its: _____
Attest: _____
DATE: _____

Goodyear City Attorney Date

CITY OF MESA

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.

By: _____
Type Name: _____
Its: _____
Attest: _____
DATE: _____

Mesa City Attorney Date

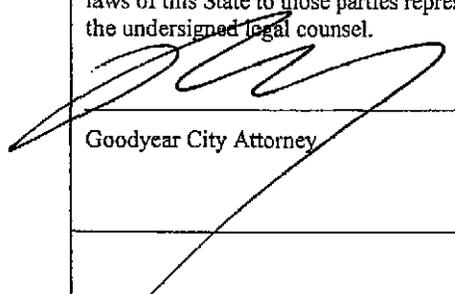
CITY OF PEORIA

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.

By: _____
Type Name: _____
Its: _____
Attest: _____
DATE: _____

Peoria City Attorney Date

CITY OF GLENDALE	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Glendale City Attorney	_____ Date

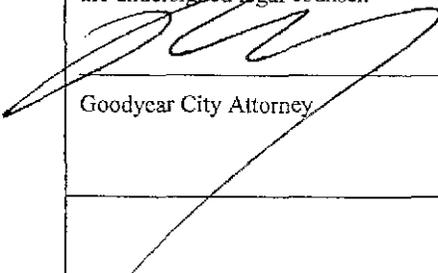
CITY OF GOODYEAR	
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	By: <u>Georgia Lord</u>
	Type Name: <u>GEORGIA LORD</u>
	Its: <u>MAYOR</u>
	Attest: <u>Maurice Scott</u>
	DATE: <u>6/16/14</u>
 _____ Goodyear City Attorney	_____ Date

CITY OF MESA	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Mesa City Attorney	_____ Date

CITY OF PEORIA	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Peoria City Attorney	_____ Date

<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</p>
<p><u>Michael Bailey</u> by <u>DWR 9-12-2014</u> Glendale City Attorney Date</p>	<p>By: <u>[Signature]</u> Type Name: <u>Julie Frisoni</u> Its: <u>Assistant City Manager</u> Attest: <u>[Signature]</u> DATE: <u>8/17/14</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 GOODYEAR</p>
<p>Goodyear City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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 MESA</p>
<p>Mesa City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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 PEORIA</p>
<p>Peoria City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</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.	CITY OF GLENDALE	
	By: _____	Type Name: _____
_____	Its: _____	Attest: _____
Glendale City Attorney	Date	DATE: _____

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.	CITY OF GOODYEAR	
	By: <u>Georgia Lord</u>	Type Name: <u>GEORGIA LORD</u>
	Its: <u>MAYOR</u>	Attest: <u>Maurice Scott</u>
Goodyear City Attorney	Date	DATE: <u>6/16/14</u>

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.	CITY OF MESA	
	By: _____	Type Name: _____
_____	Its: _____	Attest: _____
Mesa City Attorney	Date	DATE: _____

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.	CITY OF PEORIA	
	By: _____	Type Name: _____
_____	Its: _____	Attest: _____
Peoria City Attorney	Date	DATE: _____

CITY OF GLENDALE	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Glendale City Attorney	_____ Date

CITY OF GOODYEAR	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Goodyear City Attorney	_____ Date

CITY OF MESA	
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.	By: <u>Christopher J. Brady</u>
	Type Name: <u>Christopher J. Brady</u>
	Its: <u>City Manager</u>
	Attest: <u>Debra Wickelstein</u>
	DATE: <u>7/1/14</u>
<u>Jacqueline Camarillo</u> Mesa City Attorney	_____ Date

CITY OF PEORIA	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Peoria City Attorney	_____ Date



<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</p>
<p>_____ Glendale City Attorney</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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 GOODYEAR</p>
<p>_____ Goodyear City Attorney</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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 MESA</p>
<p>_____ Mesa City Attorney</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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 PEORIA</p>
<p>_____ Peoria City Attorney</p>	<p>By: <u>Jeff Tyne</u> Type Name: <u>Carl Swenson</u> Its: <u>City Manager</u> Attest: <u>Bronda Hermindez</u> DATE: <u>June 23, 2014</u></p>



CITY OF GLENDALE	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
_____ Glendale City Attorney	Date _____ DATE: _____
CITY OF GOODYEAR	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
_____ Goodyear City Attorney	Date _____ DATE: _____
CITY OF MESA	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
_____ Mesa City Attorney	Date _____ DATE: _____
CITY OF PEORIA	
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.	By: <u>Jeff Tynes</u>
	Type Name: <u>Carl Swenson</u>
	Its: <u>City Manager</u>
	Attest: <u>Shonda Heriminski</u>
<u>Steph W. Karp</u> Peoria City Attorney	<u>18 June 2014</u> Date _____ DATE: <u>June 23, 2014</u>



<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>Approved as to form</p> <p><u>[Signature]</u> ACTING City Attorney</p> <p>Date</p>	<p>CITY OF PHOENIX</p> <p>By: <u>[Signature]</u></p> <p>Type Name: _____</p> <p>Its: <u>City Manager</u></p> <p>Attest: <u>[Signature]</u></p> <p>DATE: <u>6/27/14</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>_____ Scottsdale City Attorney</p> <p>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>_____ Surprise City Attorney</p> <p>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>_____ Tempe City Attorney</p> <p>Date</p>	<p>CITY OF TEMPE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>

2014 JUN 30 AM 9:18
CITY CLERK DEPT

<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 PHOENIX</p>
<p>_____ Phoenix City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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 SCOTTSDALE</p>
<p><i>Eric E. Furtwell</i> 6/14/2014 _____ Scottsdale City Attorney Date</p>	<p>By: <i>[Signature]</i> Type Name: <u>W. J. "Jim" Lane</u> Its: <u>Mayor</u> Attest: <i>[Signature]</i> DATE: <u>July 3, 2014</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 SURPRISE</p>
<p>_____ Surprise City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ 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 TEMPE</p>
<p>_____ Tempe City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</p>

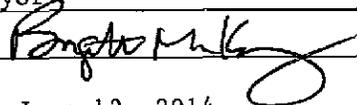
CITY OF PHOENIX	
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Phoenix City Attorney	Date

CITY OF SCOTTSDALE	
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.	By: <u>[Signature]</u>
	Type Name: <u>W.J. "Jim" Lane</u>
	Its: <u>Mayor</u>
	Attest: <u>[Signature]</u>
	DATE: <u>July 3, 2014</u>
<u>[Signature]</u> Scottsdale City Attorney	Date <u>6/14/2014</u>

CITY OF SURPRISE	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Surprise City Attorney	Date

CITY OF TEMPE	
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.	By: _____
	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____
_____ Tempe City Attorney	Date

<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>	CITY OF PHOENIX
<p>_____ Phoenix City Attorney</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</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>	CITY OF SCOTTSDALE
<p>_____ Scottsdale City Attorney</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</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>	CITY OF SURPRISE
<p>_____ Surprise City Attorney</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</p>
<p>_____ Date</p>	
C2014-96	CITY OF TEMPE
<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>By: <u>Mark W. Mitchell</u> Type Name: <u>Mark W. Mitchell</u> Its: <u>Mayor</u> Attest: <u>[Signature]</u> DATE: <u>June 12, 2014</u></p>
<p><u>[Signature]</u> Tempe City Attorney</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>_____ Date</p> <p>Phoenix City Attorney</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>_____ Date</p> <p>Scottsdale City Attorney</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>_____ Date</p> <p>Surprise City Attorney</p>	<p>CITY OF SURPRISE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>C2014-96</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> _____ Date</p> <p>Tempe City Attorney</p>	<p>CITY OF TEMPE</p> <p>By:  _____</p> <p>Type Name: <u>Mark W. Mitchell</u></p> <p>Its: <u>Mayor</u></p> <p>Attest:  _____</p> <p>DATE: <u>June 12, 2014</u></p>

Item Title

2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

C Number: C-95-15-002-G-00

Action Requested:

1. Approve a Memorandum of Understanding (MOU) between Maricopa County and the Cities of Avondale, Chandler, Glendale, Goodyear, Mesa, Peoria, Phoenix, Scottsdale, Surprise, and Tempe, and the Town of Gilbert. On May 5, 2014, the Board of Supervisors approved applying for and accepting 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of \$1,395,115. This MOU is required pursuant to the grant application requirements. The MOU includes a negotiated reallocation to Maricopa County of \$230,361 and \$1,164,754 in funds to be reallocated to the Cities of Avondale - \$26,659; Chandler - \$55,890; Glendale - \$94,864; Goodyear - \$7,714; Mesa - \$140,063; Peoria - \$20,976; Phoenix - \$699,230; Scottsdale - \$30,448; Surprise - \$7,849; Tempe - \$65,498; and the Town of Gilbert - \$15,563. Grant awards are to be expended within a four (4) year period of time, starting October 1, 2013 and ending September 30, 2017. The JAG grant does allow up to 10 percent of the award for costs associated with administering JAG funds which includes indirect costs, and Maricopa County has been designated as the fiscal agent for this consortium of municipalities.

2. Approve the distribution of 2014 JAG funding among four County departments. Maricopa County will receive \$230,361 through this grant. The Assistant County Manager's Office will receive \$41,853; Adult Probation will receive \$62,836; the County Attorney's Office will receive \$62,836; and Juvenile Probation will receive \$62,836.

3. Approve the waiver of administration costs above 3% of funding allocated to County Manager/Justice System Planning and Information. Administrative costs over 3% are being waived so that a majority of the grant funding can be sub-granted to partner agencies, per the Memorandum of Understanding. Recovery of indirect costs for remaining county departments (Adult Probation, County Attorney, and Juvenile Probation) and sub-recipients is not allowed. County Manager/Justice System Planning and Information (JSPI) FY15 indirect rate is 34.4%. JSPI will receive a total of \$41,853 for administration, which includes \$10,712.38 indirect cost recovery, which is allowable. Adult Probation will receive a total of \$62,836; at their FY15 indirect rate of 12.6%, their indirect costs are \$7,917.34, all of which is unallowable. The County Attorney's Office will receive a total of \$62,836; at their FY15 indirect rate of 16.1%, their indirect costs are \$10,116.60, all of which is unallowable. Juvenile Probation will receive a total of \$62,836; at their FY15 indirect rate of 41.5%, their indirect costs are \$26,076.94 all of which is unallowable. Total indirect costs are \$54,823.26 of which \$10,712.38 is recoverable and \$44,110.88 is unallowable.

Board Required Information:

Maricopa County will be allocated \$230,361 of the total award. Adult Probation will receive \$62,836 for the Thinking for Change Program. The County Attorney's Office will receive \$62,836 to prosecute violent crimes involving deadly weapons (guns). Juvenile Probation will receive \$62,836 to fund JPO positions responsible for providing support to Juvenile Probation Department community safety efforts.

Additional Information:

The Local Law Enforcement Block Grants (LLEBG) preceded JAG. LLEBG procedures included a provision to protect counties from major funding disparities that resulted from the block grant formula. The formula allocated funds to communities by rate of violent crime arrests (predominantly by municipal police agencies), failing to reflect the substantial responsibilities of counties for adjudicating these high level crimes (including incarceration, prosecution, defense, and court processing). If declared disparate, communities were required to concur in a reallocation of the award amounts or no distribution of LLEBG funds occurred. As a result of the request for consideration by Maricopa County, in FY 2004 the Arizona Attorney General certified that the cities of Phoenix, Mesa, and Glendale were scheduled to receive an award twice as much as the projected County award. As the County allocates more than 50% of the local incarceration or prosecution expenditures for Part I, violent crimes, the Attorney General declared that the local funding of LLEBG dollars was disparate. Because of this decision, the 2014 JAG grant again requires a collaboration of all named cities and towns with Maricopa County. The following is the result of the negotiation process whereby Maricopa County will be allocated \$230,361 of the total award. Adult Probation will receive \$62,836 for the Thinking for Change Program. The County Attorney's Office will receive \$62,836 to prosecute violent crimes involving deadly weapons (guns). Juvenile Probation will receive \$62,836 to fund JPO positions responsible for providing support to Juvenile Probation Department community safety efforts.

Expenditure Impact By FY:

FY15: \$1,395,115

Item Notes:

(11/13/2014 12:51:09 PM) - Step: ClrkOfBrd

User: Juanita Garza

Response: APPROVE

(11/13/2014 11:51:00 AM) - Step: OMB

User: Cindy Goelz

Response: APPROVE

Comments:

Recommend approval.