COUNCIL DECISION REQUEST

SUBJECT: Department of Justice/Bureau of Justice Assistance Grant

MEETING DATE: August 4, 2011

PAYSON GOAL: NEW: EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Donald B. Engler

AMOUNT BUDGETED: $12,361.00

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: (Town none)

CONT. FUNDING REQUIRED:

DAB

EXHIBITS (If Applicable, To Be Attached):

POSSIBLE MOTION I move to approve the fiscal year 2011 Department of Justice/Bureau of Justice Assistance Grant in the amount of $12,361.00 and the associated Memorandum of Understanding.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION: The fiscal year 2011 Edward Byrne Memorial Justice Assistance Grant is a local program that the Payson Police Department has made an application for, and the award amount is $12,361.00 for fiscal year 2011. The items proposed to be purchased through this grant are a Universal Mobile Extraction Device that will allow us to obtain information from suspect's cell phones and other mobile devices. Equipment will be utilized by detectives and assist other agencies when needed; funding for our award-winning National Night Out event to promote police/community partnerships and crime prevention in our community.

PROS: As stated above, this is a $12,361.00 grant to the Town of Payson that does not require any matching funds. There are quarterly report requirements on this grant and this will be taken care of by staff of the department.

CONS: NONE

PUBLIC INPUT (if any):

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):

FUNDING:

Acct: Budget: Available: Expense: Remaining:

AUG 04 2011 I.1*

COUNCIL DECISION REQUEST

Acct:	Budget:	Available:	Expense:	Remaining:
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BA: _____ Date: _____

THE STATE OF _Arizona_

COUNTY OF ___Gila_

INTERLOCK AGREEMENT
BETWEEN THE TOWN OF Payson, __AZ__ **AND COUNTY OF** Gila, __AZ__

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this __4th_day of _August, 2011, by and between The COUNTY of Gila, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the TOWN of Payson, acting by and through its governing body, the TOWN Council, hereinafter referred to as TOWN, both of Gila County, State of Arizona, witnesseth:

WHEREAS, this Agreement is made under the authority of Government Code: 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 the 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

NOW THEREFORE, the COUNTY and TOWN agree as follows:

Section 1

The Town of Payson acknowledges that they have been identified as a disparate community and must enter into a memorandum of understanding with the Gila County Sheriff's Office for allocation of grant funds within Gila County, Arizona.

Section 2

It has been agreed that the disparate jurisdictions of the Town of Payson and the Gila County Sheriff's Office within Gila County agree that it is acceptable for the Town of Payson Police Department be allowed to accept funds in the amount of $12,361.00 from the Department of Justice under the FY11 Edward Byrne Memorial Justice Assistance Grant Program.

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 Tort Claims Act.

Section 4

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

Section 5

Each party to this agreement will be responsible for it 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.

TOWN OF Payson, AZ

_____

Town of Payson Police Chief

APPROVED AS TO FORM:

_____

Town Attorney

COUNTY OF Gila, AZ

_____

Gila County Sheriff

APPROVED AS TO FORM:

_____

County Attorney

_____

Contract Authorization