

COUNCIL DECISION REQUEST

SUBJECT: Department of Justice/Bureau of Justice Assistance Grant

MEETING DATE: June 21st, 2012

PAYSON GOAL: NEW: EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Donald B. Engler *DBE*

AMOUNT BUDGETED: \$10,102.00

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: (Town none)

CONT. FUNDING REQUIRED:

DAG

EXHIBITS (If Applicable, To Be Attached):

POSSIBLE MOTION I move to approve the fiscal year 2012 Department of Justice/Bureau of Justice Assistance Grant in the amount of \$10,102.00 and the associated Memorandum of Understanding.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION: The fiscal year 2012 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 \$10,102.00 for fiscal year 2012. The items proposed to be purchased through this grant are: one Cellular Phone RF Security Box, five Wireless Device Evidence Pouches, five Hands-free Headsets for Dispatch, two Mini Surveillance Video Cameras, two Cellular Routers for mini surveillance cameras, three Pen Cameras, two AC Adapter Cameras, and seven Night Vision PDF-7 Monocular Mounts and batteries. This equipment will be utilized by the Payson Police Department to secure evidence, gather evidence and store evidence. The dispatching headsets will be utilized in our dispatch center and are a key component to isolating radio and phone conversations to a single dispatcher insuring successful communication capabilities. The monocular mounts will be used by our Special Response Team. These devices will enable us to more effectively use current night vision equipment we have. There are no Town of Payson matching funds required.

PROS: As stated above, this is a \$10,102.00 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):

JUN 21 2012 *I.1**

COUNCIL DECISION REQUEST

FUNDING:

Acct: 210-5-2421-01 - 7912	Budget: 13000	Available: 13000	Expense: 10,102	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:

BA: Hope A Cubit Date: 6-12-12

THE STATE OF Arizona

COUNTY OF Gila

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

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 21st day of June, 2012, 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 \$10,102.00 from the Department of Justice under the FY12 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 its 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

COUNTY OF Gila, AZ

Town of Payson Police Chief

Gila County Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Town Attorney

County Attorney

Contract Authorization