



Item: 2012 Justice Assistance Grant funds and Interlocal Agreement

From: Great Falls Police Department

Initiated By: David Bowen, Chief of Police

Presented By: David Bowen

Action Requested: Set public hearing November 20, 2012.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission set a public hearing to consider the Interlocal Agreement and recommended use of 2012 Byrne Justice Assistance grant (JAG) funds on November 20, 2012.

2. Mayor calls for a second, discussion, public comment, and calls for a vote.

Staff Recommendation: Staff recommends that a public hearing be set to review staff's recommendations to expend grant funds as outlined in the Interlocal Agreement.

Background: Congress allocated funds to be dispersed under the Justice Assistance Grant Program, established within the Bureau of Justice Assistance (BJA), US Department of Justice.

The 2012 Byrne Memorial Justice Assistance Formula Grant Program has been announced and an application for funding has been entered into the grant system. This grant requires that the City share the proceeds with Cascade County based upon an Interlocal Agreement. Staff from the Sheriff's Office and the Police Department has agreed that the funds this year should be used to provide Mobile Digital Cameras, VHF radio/technology upgrades, Mobile Data Terminals and Mobile Data Terminal Air Cards that are compatible with current equipment used in each Department.

The current total Justice Assistance Grant allocation is \$30,036.00. Cascade County receives \$7,520.00 and the City of Great Falls receives \$22,516.00. This is a requirement of the Federal Government because Cascade County/Great Falls are considered disparate jurisdictions and must share the funds in compliance with an Interlocal Agreement. Cascade County has accepted the Interlocal Agreement. Both departments have been using JAG funds for several years to pay for upgrades of mobile data equipment, air cards, mobile digital cameras for patrol vehicles, and radio equipment.

For several years the Great Falls Police Department has been working on its radio system so they can participate in a interoperable radio system. Some funds were held over from the 2010-2011 budget to start the transition from Ultra High Frequency (UHF) to a Very High Frequency (VHF) system. This grant will allow the Department an opportunity to supply additional technology that will help expand the system once it is installed. In addition it allows the Department to expend funds to expand other communication methods such as the mobile data terminals (MDTs) in police vehicles, air cards for the transmission of information from MDTs, and video cameras for police vehicles which improves the ability for officers to document activity that can be preserved as evidence.

Significant Impacts:

This grant will provide mobile video equipment, MDT and air cards, and/or VHF radio equipment for both agencies.

Citizen Participation:

Public Comment

Workload Impacts:

The equipment will allow street officers the ability to video record activity as it takes place, and communicate with other entities.

Concurrences: The Cascade County Sheriff's Office and Cascade County Commission concurs with and has executed said Interlocal Agreement.

Fiscal Impact: The fiscal impact will be positive because it will provide unmatched funding to purchase equipment for both agencies. The City of Great Falls is the receiving entity and agrees to perform all required reports and the police department staff agrees to purchase all the agreed upon equipment and distribute it.

Attachments/Exhibits: Interlocal Agreement

THE STATE OF Montana

CITY SECRETARY
CONTRACT NO. _____

COUNTY OF Cascade

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF Great Falls, Mt. AND COUNTY OF Cascade, Mt.**

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 1st day of October, 2012, by and between The COUNTY of Cascade, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Great Falls, acting by and through its governing body, the City Commission, hereinafter referred to as CITY, both of Cascade County, State of Montana, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections title 7, Chapter 11 of the Montana Code Annotated, 2009: 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 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

WHEREAS, the CITY agrees to provide the COUNTY \$ 7520.00 from the JAG award for the Mobile Data Terminal Air Card Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 7520.00 of JAG funds to be used for Air Cards for their Mobile Data Terminals.

Section 2.

COUNTY agrees to use \$ 7520.00 for the Mobile Data Terminal Air Card Program until 09/30/2015 (date).

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 Montana Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Montana 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.

CITY OF Great Falls, Montana

COUNTY OF Cascade, Montana



Gregory T. Doyon
City Manager, Great Falls, Montana

Bob Edwards
Sheriff, Cascade County

ATTEST:

APPROVED AS TO FORM:



Lisa Kunz
City Clerk, Great Falls, Montana

Deputy County Attorney, Cascade County,
Montana

APPROVED AS TO FORM:

David Nielsen (interim)
City Attorney, Great Falls, Montana

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

**Interlocal Agreement
Between the City of Great Falls, and County of Cascade
2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) Program Award**

County:

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA**

Jane Weber
Jane Weber, Chairman

Jeff
Joe Briggs, Commissioner

Bill Salina
Bill Salina, Commissioner

October 9, 2012

Passed and adopted at Commission Meeting held on this 9th day of October, 2012.

Attest

On this 14th day of Oct, 2012, I hereby attest the above-written signatures of Bill Salina, Joe Briggs, and Jane Weber, Cascade County Commissioners.

Rina Fontana Moore *my deputy*
RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

[Signature]

