



**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Great Falls Police Department / Cascade County Sheriff's Office, 2014 Byrne Justice Assistance Grant (JAG) Program Award – Air Cards for Mobile Data Terminals

From: Great Falls Police Department

Initiated By: Captain Jeff Newton - Great Falls Police Department

Presented By: Chief David Bowen

Action Requested: Approve Interlocal Agreement and recommended use of the 2014 Byrne Justice Assistance Grant (JAG) Program Award funds for Air Cards for Mobile Data Terminals

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Interlocal Agreement between the City of Great Falls and Cascade County for use of the 2014 Byrne Justice Assistance Grant Programs funds.”

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

Staff Recommendation: Staff recommends that the City Commission approve the Interlocal Agreement between the City of Great Falls and Cascade County and recommended use of the 2014 Byrne Justice Assistance Grant (JAG) Program funds for purchase of air cards for mobile data terminals.

Background: The total amount of the 2014 Byrne Justice Assistance Grant Program award is \$31,013. The Great Falls Police Department and Cascade County Sheriff's Office have again agreed to an allocation of funds for use in purchasing Mobile Data Terminal Air Cards.

The proposed funding allocates \$12,405 of the Justice Assistance Grant funds to the Cascade County Sheriff's Office, with the remaining funds of \$18,608 for the Great Falls Police Department. The funds will be used specifically to purchase Air Cards, for existing Mobile Data Terminals, to include all relevant licensing and connection fees.

The purchase of Air Cards will be crucial in ensuring both Law Enforcement Agencies can effectively communicate by radio and that the existing Mobile Data Terminals remain

operational. Maintaining the Mobile Data Air Cards will provide the ability for effective, direct inter-agency communication and allow officers to obtain real time criminal justice information from their patrol cars, reducing the necessity to leave the field.

The purchase of Air Cards will further be instrumental in ensuring that officers from both agencies have the ability to collaborate and communicate with State agencies, dispatch services and each other. The communication capabilities facilitate more effective law enforcement activities, combined with an increase in officer safety. The ability to communicate effectively and receive pertinent criminal justice related information contributes to increased effectiveness which directly benefits the citizens of our community.

Concurrences: The 2014 Byrne Justice Assistance Grant (JAG) Program Award has been approved by the Cascade County Sheriff's Office and Board of Cascade County Commissioners. The City Commission ratified the Edward Byrne Memorial Justice Assistance Grant Application #2014-H2572-MT-DJ in the amount of \$31,013 for the Cascade County Sheriff's Office and Great Falls Police Department in car air cards for mobile data terminals at its June 3, 2014 City Commission meeting.

Fiscal Impact: This grant has NO fiscal match requirements and the entire project is funded 100% by JAG grant funds.

Attachments/Exhibits: Interlocal Agreement between the City of Great Falls and Cascade County

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA
AND THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**

**A JOINT RESOLUTION ADOPTING THE INTERLOCAL AGREEMENT
FOR DIVISION OF
THE 2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

**City of Great Falls Resolution No. _____
Cascade County Resolution No. 14-73
Application # 2014-H2572-MT-DJ**

WHEREAS, the Montana Interlocal Cooperation Act, codified at Mont. Code Ann. §7-11-101, et seq, permits local Governmental units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, the Interlocal Cooperative Act provides that public agencies may authorize and approve interlocal agreements with other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, Cascade County is a corporate political subdivision of the State of Montana pursuant to Mont. Code Ann §§ 7-1-2101 and 7-1-412 (15) and Mont. Const. Art. XI § 2, and as such is a “public agency”, as defined by Mont. Code Ann. §7-11-103; and

WHEREAS, the City of Great Falls, a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-4101 and 7-1-4121 (9) 7-1-4121(15), and 7-1-4111 (1) and Article XI sec. § 5, of the Constitution of Montana, and as such is a “public agency,” as defined by Mont. Code Ann and Mont... § 7-11-103;

WHEREAS, the total amount of the 2014 Byrne Justice Assistance Grant (JAG) Program Award (hereafter “the JAG Aware”) is \$31,013; and

WHEREAS, the City and County desire to split the grant fund \$18,608 to City / \$12,405 to Cascade County and to use such funds for the purchase of Air Cards for the respective Mobile Data Terminals;

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest 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, Cascade County and the City of Great Falls believe it to be in their best interest to reallocate the grant funds and desire and intend to be bound under the terms and conditions set forth herein;

NOW, THEREFORE, PURSUANT TO THE Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged the County of Cascade and the City of Great Falls hereby agree as follows:

1. Purpose of Agreement

In accordance with MCA § 7-11-105(1), the purpose of this agreement is to provide both parties with an equal share of the 2014 JAG Award for the purchase of Air Cards for their Mobile Data Terminal. The parties do not intend to create any obligations express or implied other than those set out herein.

2. Duration

In accordance with MCA § 7-11-105(1) the agreement shall be immediately effective upon its execution by the respective governing bodies of Cascade County and the City of Great Falls. This agreement shall terminate in conjunction with the JAG Award on September 30, 2017.

3. No Separate Legal Entity Created

With regard to MCA § 7-11-105(2), the parties do not intend to create any separate legal entity by entering into this agreement. Moreover, the provisions of MCA § 7-11-105(4), (6), (7), (8) and (9) are not applicable to this agreement.

4. Distribution of Assets

Upon termination of this agreement, Cascade County and the City of Great Falls shall retain and have exclusive title, responsibility, and control over all existing and after-acquired assets obtained by Cascade County and the City of Great Falls, respectively, under this agreement.

5. Unilateral Termination

Due to the grant funding of this agreement, neither party shall have a right to unilateral termination of this Agreement. Ref. MCA § 7-11-105(5).

6. Amendment

Except as otherwise expressly provided herein, this interlocal agreement may not be amended except by a written agreement of the undersigned parties, in conformance with the requirements of

the Montana Interlocal Cooperation Act, codified at Title 7 Chapter 11, Par 1, Mont. Code Ann, and as such statutes may hereafter be amended.

7. Time of Essence

Time is of the essence in the performance of all provisions of this agreement.

8. Severability

If any term of this agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

9. Merger

This interlocal agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

10. Construction

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this agreement shall be construed to affect the manifest intent and purpose of this agreement.

11. Liability Claims

Each party to this agreement shall be responsible for its own actions in providing services under the agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

12. Third Party Beneficiaries

By entering into this agreement the parties do not intend for any third party to obtain a right by virtue of this Agreement and shall not create any rights in any party not a signatory hereto.

13. Assent

Pursuant to Mont. Code Ann § 7-11-104, the undersigned Cascade County and the City of Great Falls hereby authorize, approve, and execute the terms of this interlocal agreement.

PASSED AND ADOPTED by the City commission of the City of Great Falls, Montana on this _____ day of _____, 2014

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

Sara Sexe, Esq. *
Great Falls City Attorney

PASSED AND ADOPTED by the 2014 Board of County Commission, Cascade County, Montana on this 26 day of August 2014.

Bill Salina, Chairman (Excused)

Joe Briggs, Commissioner

Jane Weber, Commissioner

APPROVED FOR LEGAL CONTENT*

Brian J. Hopkins *
Deputy Cascade County Attorney

Attest

On this 26th day of July, 2014, I hereby attest the above-written signature of the Board of Cascade County Commissioner August

Rina Ft. Moore, County Clerk and Recorder

*By law, the City and County Attorney's Offices may only advise or approve contracts or legal documents on behalf of its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review 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).