GMS Application Number: 2008-F5391-TN-DJ

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN

2008 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 23rd day of June, 2008, by and between The COUNTY of Shelby, acting by and through its governing body, the Shelby County Commission, hereinafter referred to as COUNTY, and the CITY of Memphis, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Shelby County, State of Tennessee, witnesseth:

WHEREAS, the City and County are eligible to receive $420,642.00 in Byrne Justice Assistance Grant Funds for 2008; and

WHEREAS, the Bureau of Justice Assistance requires that the governmental entities execute a Memorandum of Agreement and that only one governmental entity apply for these funds; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds equally among each entity; 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 and COUNTY have agreed that the COUNTY will be the applicant for the 2008 Byrne Justice Assistance Grant; and

WHEREAS, the COUNTY agrees to provide the CITY $210,321.00 from the JAG award for the grant expenditures as outlined in the attached budget.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. COUNTY agrees to pay CITY a total of $210,321.00 of JAG funds. The amount of $210,321.00 is based on an understanding that the JAG funds awarded in the total amount of $420,642.00 will be split on a 50/50 basis between the CITY and COUNTY. Should the total amount awarded change, the COUNTY agrees that the funds will be split equally among the CITY and COUNTY on a 50/50 basis. The entire amount due ($210,321.00) will be disbursed to the CITY within 45 days of

the passage of a proper resolution by the Shelby County Commission accepting the total grant funds. COUNTY agrees to use its best efforts to remit to the CITY its share of the JAG funds as soon as possible after receipt of funds in recognition of the CITY'S plans to use all or a portion of these funds upon receipt.

Section 2. CITY agrees to use $210,321.00 from the JAG award for the grant expenditures as outlined in the attached budget until September 30, 2012; provided however that the CITY is responsible for allocation of its share of grant funds as it deems appropriate pursuant to the terms of the grant.

Section 3. CITY and COUNTY agree that any interest earned on investment of JAG grant funds in an interest bearing account shall belong solely to the party in whose account said interest was earned or to the party who has been allocated those funds if the COUNTY has not distributed to the CITY its share. Further, said party shall have sole discretion concerning expenditure of such interest to the extent that such expenditure meets JAG grant expenditure guidelines.

Section 4. COUNTY agrees to provide a final written copy of the entire 2008 Justice Assistance Grant Application prior to final submission to CITY, Attn: Director Larry Godwin, Memphis Police Department, 201 Poplar Avenue, 12th Floor, Memphis, Tennessee, 38103. CITY shall have the right to approve, in writing, the final grant application insofar as it relates to the portion of funds allocated to CITY. Furthermore, CITY shall have the right to be present when the final 2008 Justice Assistance Grant Application is electronically submitted to the Bureau of Justice Assistance.

Section 5. 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 Tennessee Government Tort Liability Act.

Section 6. 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 Tennessee Government Tort Liability Act.

Section 7. 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 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9. 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.

Section 10. COUNTY hereby agrees to provide notice to the CITY of all correspondence with the Bureau of Justice Assistance concerning the administration of the JAG grant. Such notice shall be given by providing the CITY with a copy of such correspondence, and sent to: Attn: Grant Administrator, Memphis Police Department, 201 Poplar Avenue, 12th Floor, Memphis, Tennessee, 38103.

Section 11. The term of this Agreement shall commence immediately upon the effective date of the JAG Award and end on the 30th day of September 2012 unless otherwise extended by written Agreement between the parties. Parties agree that this Agreement applies only to the 2008 JAG Program Award and that nothing in this Agreement requires either party to maintain similar terms and conditions as regards future JAG Program Awards.

Section 12. CITY and COUNTY agree that during all relevant times each will observe and comply with all applicable DOJ guidelines and the JAG grant and any other applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the expenditure of said grant funds. In the event of any ambiguity or conflict in any such guidelines, contract provisions, or applicable laws or regulations, each party, in order to assure its compliance with the covenant set forth in this paragraph, shall be responsible for obtaining an accurate written interpretation of the same from the DOJ, and copy the other party.

Section 13. The books, records and documents of CITY, insofar as they relate to work performed or money accepted under this Agreement, shall be maintained in conformity with generally accepted accounting principles as promulgated by AICPA, and these shall be subject to an audit, at any reasonable time and upon reasonable notice, by the COUNTY or its duly appointed representatives or a licensed independent certified public accountant.

Section 14. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement CITY and COUNTY agree that all actions, whether sounding in contract or tort, relating to the validity, construction, enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

Section 15. CITY and COUNTY shall assure recognition of the role of DOJ in providing the funding through this Agreement by including proper recognition in any related printed material as determined in the grant assurances and special conditions.

Section 16. CITY agrees that the COUNTY merely is providing grant funding and is a participant in the grant to the extent specified under Section 1 and Section 2 of this Agreement. CITY agrees that the COUNTY is not responsible for personal and/or real property damage liability claims which may result from work performed under the auspices of this Agreement by the CITY and COUNTY.

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Section 17. CITY and COUNTY shall comply with all federal, state and municipal laws as may apply for the funding procured pursuant to this Agreement.

Section 18. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation on the part declared invalid.

CITY OF Memphis, TN

Willie W. Herenton, Mayor

COUNTY OF Shelby, TN

AC Wharton, Mayor

ATTEST: APPROVED AS TO FORM:

City Attorney

County Attorney

ATTEST:

City Comptroller

APPROVED AS TO FORM AND LEGALITY:

Assistant Contract Administrator/ Assistant County Attorney

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CITY OF MEMPHIS
DIVISION OF POLICE SERVICES
2008 BYRNE JUSTICE ASSISTANCE GRANT

CITY agrees to use $210,321.00 from the FY 2008 JAG award for the grant expenditures as outlined below for the grant period beginning October 1, 2007 through September 30, 2012; provided however that the CITY is responsible for allocation of its share of grant funds as it deems appropriate pursuant to the terms of the grant.

Crime Stoppers - Crime Stoppers is a non-profit organization whose mission is to help the police capture criminals by offering cash rewards and anonymity to citizens for information about crimes. Crime Stoppers rewards callers for crime tips to a 24-hour hotline.

Equipment – MPD needs equipment such as surveillance equipment, weapons, bulletproof vests, and undercover audio and video devices. This equipment will be utilized for the safety of the officers and the community.

Training and Education – MPD is in need of training and education for officers and employees designed to reduce crime and enhance community safety.

Organization	Use of Funds	2007 Amount
Crime Stoppers	Reward Funds	$ 30,000.00
MPD	Equipment	$ 160,321.00
MPD	Training/Education	$ 20,000.00
		$ 210,321.00