MEMORANDUM OF AGREEMENT
BETWEEN
SALT LAKE CITY
AND
WEST VALLEY CITY
Project No.
Edward Byrne Memorial Justice Assistance Grant Program
Joint Program of Salt Lake City and West Valley City

This Memorandum of Agreement is made and entered into by and between Salt Lake City Corporation and West Valley City beginning October 1, 2009 through September 30, 2012.

PURPOSE:

The general purpose of this memorandum of Agreement is to establish an understanding between the parties concerning project management and disbursement of funds awarded to Salt Lake City Corporation ('the City") and West Valley City through a joint Edward Byrne Memorial Justice Assistance Grant Program, grant number:

BACKGROUND:

Through a joint application to the United States Department of Justice ("USDOJ"), Office of Justice Programs, Bureau of Justice Assistance, the City and West Valley City have been awarded a joint award, including $181,815 for West Valley City, for the purpose of carrying out ordinary Law Enforcement and Justice programs as designated by the USDOJ. All proposed purchases and activities are outlined within six purpose areas required by USDOJ. These purpose areas include:

1. Law Enforcement Programs
2. Prosecution and Court Programs
3. Prevention and Education Programs
4. Corrections and Community Corrections Programs
5. Drug Treatment and Enforcement Programs
6. Planning, Evaluation, and Technology Improvements Programs

The project has been designated by both agencies to purchase law enforcement equipment and supplies and to pay officer overtime, enhancing Justice Programs within the City and West Valley City, and to coordinate with local prevention and education programs to partner in crime prevention and intervention.

PROVISIONS:

1. The award of $595,576 will be distributed in the following amounts as agreed to by the City's Police Chief and West Valley City's Police Chief:

a) West Valley City will receive $448,306 for the purpose of purchasing law enforcement equipment including: 8 computer monitors @ $200; 1 scanner @

$1,600; 1 evidence refrigerator @ $3,200; 1 blood drying closet @ $9,000; 1 ID badge system @ $7,500; 1 video camera @ $1,500; 20 chairs @ $279; 1 red man suit @ $1,000; 5 flat screens @ $3,428; 5 laptop computers @ 1,500; 1 fax machine @ $430; 20 ballistic vests @ $550; 20 handguns @ $435; 85 rifles @ $3,000; 22 shotguns @ $440; 200 emergency response clothing @ $180; 200 emergency response equipment sets @ $150; 20 tasers @ $850; 21 flashlights @ $100; Special Investigations Unit Supplies @ $7,500; and Tech Equipment Maintenance @ $15,376.

b) West Valley City will receive $20,000 for providing Intelligence Training.
c) West Valley City will receive $127,270 for the purchase of Technology to include: Intelligence Software @ $24,770; 5 GPS Handheld Units @ $500; night vision equipment @ $10,000; and radios @ $90,000.

2. The City will act as the fiscal agent for said award, taking responsibility for all programmatic and financial reporting to USDOJ.
3. West Valley City Police Department will submit quarterly financial and programmatic reports to the SLCPD, detailing the expenditure of funds and programmatic narrative.
4. West Valley City Police Department will submit invoices for reimbursement of grant expenditures to the City as needed.
5. The City will reimburse grant expenditures to West Valley City Police Department by interagency transfer within 60 days of receipt of invoice.
6. Each invoice submitted by West Valley City Police Department will identify the grant number, equipment/supplies purchased, percentage of the purchase that has been completed, and total dollars spent to date on the project.
7. The City will accrue all interest from this award as reimbursement for management of said award.
8. West Valley City Police Department will allow 30 days review period for the governing body, as well as opportunity to comment by citizens and neighborhood or community organizations (as required by the Edward Byrne Memorial Justice Assistance Grant Program guidelines) before expenditure of any funds.
9. West Valley City Police Department shall not expend any funds until notified by the City that the award has been accepted by the Salt Lake City Council and the budget has been opened for funds to be entered.

INDEMNITY CLAUSE: The parties to this Agreement are governmental entities pursuant to the Governmental Immunity Act ("the Act"), title 63, chapter 30d, Utah Code Annotated. Nothing in this Agreement limits, restricts or waives any of the Act. Consistent with the terms of the Act, each party is responsible for its own acts and the acts of its agents, officials or employees.

SEPARABILITY CLAUSE: In the event any court, or any other binding legal source shall declare that any provision of this Agreement is illegal and void, such declaration shall not affect the legality and enforceability of any other provision hereof, unless provisions are mutually dependent.

RENEGOTIATION OR MODIFICATIONS: This Agreement may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original copy hereof.

TERMINATION: Unless otherwise stated herein, this Agreement may be terminated with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangement set forth herein for approved services rendered to date of termination.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: The parties represent that neither has: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

In WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the day and year first above written.

SALT LAKE CITY CORPORATION

_____ _____

Government Executive **Date**

_____

Title

ATTEST:_____

_____ _____

Legal Counsel **Date**

WEST VALLEY CITY

Government Executive	**Date**
Legal Counsel	6/17/09 **Date**