

RESOLUTION NO. 16-09  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE  
20<sup>th</sup> DAY OF April, 2009.

A RESOLUTION RATIFYING THE ACTION OF THE CITY  
MANAGER IN SIGNING THE MEMORANDUM OF  
UNDERSTANDING FOR THE 2009 RECOVERY ACT:  
JUSTICE ASSISTANCE GRANT PROGRAM AWARD (2009-  
F2300-OH-SB), ON BEHALF OF THE CITY OF  
CENTERVILLE, IN ORDER TO OBTAIN JUSTICE  
FUNDING FROM THE FEDERAL GOVERNMENT.

WHEREAS, the U.S. Department of Justice has streamlined justice funding and grant administration by establishing the Justice Assistance Grant Program, and

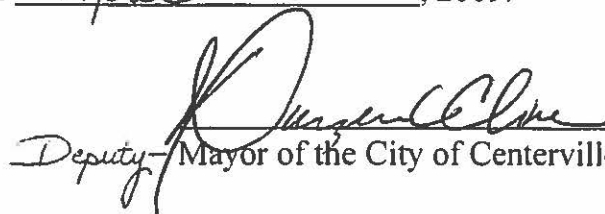
WHEREAS, the terms of the JAG Program provide that jurisdictions certified as dispartates must submit a joint application for the aggregate of funds allocated to them and must submit a memorandum of understanding with the application stating which jurisdiction shall serve as the applicant and fiscal agent for the award of funds, and

WHEREAS, The Cities of Dayton, Trotwood, Englewood, Kettering, Miamisburg, Riverside, Vandalia, West Carrollton, Moraine, Huber Heights, and Centerville, Ohio, along with the Board of County Commissioners of Montgomery County, Ohio, wish to enter into a Memorandum of Understanding in order to obtain a JAG Program award.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

Section 1. That the action of the City Manager in signing the Memorandum of Understanding be and is hereby ratified; a copy of said signed document is attached hereto, incorporated herein and marked Exhibit "A".

PASSED this 20<sup>th</sup> day of April, 2009.

  
Deputy Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 16-09, passed by the Council of the City of Centerville, Ohio, on the 20<sup>th</sup> day of April, 2009.

Debra A. James  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE**  
**2009 RECOVERY ACT: JUSTICE ASSISTANCE GRANT PROGRAM AWARD**  
**2009-F2300-OH-SB**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of April, 2009, between the City of Dayton, Ohio ("Dayton"), City of Trotwood, Ohio ("Trotwood"), City of Centerville, Ohio ("Centerville"), City of Englewood, Ohio ("Englewood"), City of Kettering, Ohio ("Kettering"), City of Miamisburg, Ohio ("Miamisburg"), City of Riverside, Ohio ("Riverside"), City of Vandalia, Ohio ("Vandalia"), City of West Carrollton, Ohio, ("West Carrollton"), City of Moraine, Ohio, ("Moraine"), City of Huber Heights, Ohio, ("Huber Heights") and the Board of County Commissioners of Montgomery County, Ohio ("Board").

**WITNESSETH THAT:**

**WHEREAS**, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("BJA") has streamlined justice funding and grant administration by establishing the Justice Assistant Grant ("JAG") Program:

**WHEREAS**, the JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant programs to provide agencies with flexibility to prioritize and place justice funds where they are needed most:

**WHEREAS**, the terms of the JAG Program provide that jurisdictions certified as dispartes must submit a joint application for the aggregate of funds allocated to them and must submit a memorandum of understanding with the application stating which jurisdiction shall serve as the applicant and fiscal agent for the award of funds:

**WHEREAS**, the Cities of Dayton, Trotwood, Centerville, Englewood, Kettering, Miamisburg, Riverside, Vandalia, West Carrollton, Moraine, Huber Heights and the Board of County Commissioners of Montgomery County, Ohio have been certified by the Director of the BJA as dispartate jurisdictions for purposes of the Fiscal Year 2009 Recovery Act: JAG Program award; and

**WHEREAS**, the parties enter into this MOU for the purposes of obtaining a JAG Program grant.

**NOW, THEREFORE**, the parties declare the following understandings regarding the submission and award of a Fiscal Year 2009 Recovery Act: JAG Program grant:

1. Dayton is designated as the lead jurisdiction for the Fiscal Year 2009 Recovery Act: JAG Program Award (hereinafter the "Grant"). In this capacity, Dayton shall serve as the applicant for the parties' joint request for funding under the Grant.
2. Trotwood, Centerville, Englewood, Kettering, Miamisburg, Riverside, Vandalia, West Carrollton, Moraine, Huber Heights and the Board will provide all necessary information and

documentation to Dayton in support of the request for funding under the Grant, which Dayton will include in the application for the Grant.

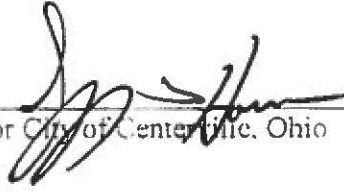
3. The grant awards are made in the first fiscal year of the appropriation and may be expended during the following three (3) years for a total of four (4) grant periods. For Fiscal Year 2009, the parties agree to seek a combined total of One Million, Five Hundred Twenty-Two Thousand, Seven Hundred Thirty-Seven Dollars (\$1,522,737) in Grant funds for the respective programs to be undertaken by the parties as identified in the "Program Narrative," a copy of which is attached hereto. Provided all parties are allocated and awarded \$1,522,737 in Grant funds and consistent with the "Budget Narrative" included with the Grant Application, the Grant award shall be allocated between the parties as follows:
  - (a) Dayton will receive Eight Hundred Ninety-Seven Thousand, Nine Hundred Ninety Dollars (\$897,990) of Grant funds and provide a Ten percent (10%) cash match for the total project costs;
  - (b) Trotwood will receive One Hundred Thirty Thousand, Two Hundred Ninety Dollars (\$130,290) of Grant funds;
  - (c) Centerville will receive Ten Thousand, Two Hundred Forty Dollars (\$10,240) of Grant funds;
  - (d) Englewood will receive Fourteen Thousand, Five Hundred Ninety-Eight Dollars (\$14,598) of Grant funds;
  - (e) Kettering will receive Forty-Seven Thousand, Two Hundred Seventy-Nine Dollars (\$47,279) of Grant funds;
  - (f) Miamisburg will receive Twenty-Eight Thousand, Three Hundred Twenty-Four Dollars (\$28,324) of Grant funds;
  - (g) Riverside will receive Forty-Six Thousand, One Hundred Ninety Dollars (\$46,190) of Grant funds;
  - (h) Vandalia will receive Ten Thousand, Six Hundred Seventy-Six Dollars (\$10,676) of Grant funds;
  - (i) West Carrollton will receive Twenty-Eight Thousand, One Hundred Six Dollars (\$28,106) of Grant funds;
  - (j) Moraine will receive Eleven Thousand, Nine Hundred Eighty-Three Dollars (\$11,983) of Grant funds;
  - (k) Huber Heights will receive Forty-Seven Thousand, Sixty-One Dollars (\$47,061) of Grant funds; and
  - (l) the Board will receive Two Hundred Fifty Thousand Dollars (\$250,000) of Grant funds.

4. It is further agreed that upon award of Grant funds, Dayton shall serve as the fiscal agent for the Grant. As may be necessary or required under the Grant, the parties will enter into a separate written document covering the allocations of the Grant funds in the manner provided herein and consistent with the Grant application.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

This Memorandum of Understanding for the 2009 Recovery Act: Justice Assistance Grant Program Award 2009-F3200-OH-SB is agreed to on the day and date first set forth above. I have authority to enter into this Memorandum of Understanding for the 2009 Recovery Act: Justice Assistance Grant Program Award 2009-F3200-OH-SB on behalf of the applicant entity which is applying directly to the Office of Justice Programs.

By: \_\_\_\_\_

  
for City of Centerville, Ohio

  
Legal Counsel

City of Centerville, Ohio