Passed 7-0
Rollo, Mayer absent.

RESOLUTION 12-07

TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA IN REGARDS TO 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, the City of Bloomington and Monroe County are authorized by I.C. 36-1-7-1, *et seq.*, to enter into agreements for the joint exercise of their powers for the provision of services to the public; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG).

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in regards to 2012 Edward Byrne Memorial Justice Assistance Grant, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. If any sections, sentence or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 3. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 27th day of June, 2012.

Susan Sandberg
~~TIMOTHY MAYER, President~~
Bloomington Common Council
SUSAN SANDBERG, Vice President.

ATTEST:

Regina Moore
REGINA MOORE, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 28th day of June, 2012.

Regina Moore
REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 28TH day of JUNE, 2012.

Mark K
MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This resolution approves the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana regarding the use of the 2012 Edward Byrne Memorial Justice Assistance Grant. The Interlocal Agreement provides that the total grant award is $34,023.00. The City will receive $16,698 and use it for the following purposes: $10,936.00 will be used for the purchase of two eKiosks, one of which will be located in the Police Department's headquarters and the other will be located in City Hall; $5,199.00 will be used to purchase a secure server so that both the City's Police Department and the Monroe County Sheriff's Department may access and utilize the Law Enforcement National Data Exchange; and, $563 will be used to maintain those two items. The Sheriff's Department will use the remaining $17,325.00 in grant funds to purchase in-car cameras for some of their patrol vehicles.

Note: This resolution was revised after it was distributed in the Weekly Legislative Packet and before it was introduced at the Special Session on 27 June 2012. The revisions changed the synopsis to reflect an additional $563 to be received by the City to maintain other items acquired by the City with this grant.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND
MONROE COUNTY, INDIANA
IN REGARDS TO 2012 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, Indiana Code § 36-1-7-1 *et seq.* permits governmental entities to jointly exercise powers through Interlocal Cooperation Agreements; and

WHEREAS, each governmental entity, in performing their 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 governmental entity finds that the performance of this Interlocal Cooperation Agreement is in the best interests of both entities, 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 Interlocal Cooperation Agreement; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG).

NOW, THEREFORE, City of Bloomington and Monroe County, Indiana, hereby agree as follows:

Section 1. Payment

The City of Bloomington (hereinafter, "City") agrees to pay Monroe County, Indiana (hereinafter, "County"), a total of $17,325.00 of funds received from the Recovery Act: Justice Assistance Grant (hereinafter "JAG").

The City shall collect and deposit $16,698.00 in JAG funds into its own account.

Section 2. Use of Funds

The City shall use its portion of the funds to purchase two eDesk Kiosks. These eDesk Kiosks will allow the Police Department to provide the citizens of Bloomington 24 hour a day, 365 day a year access to information and services from the Police Department. Services available via this system include: online crime reporting, various permits, submitting anonymous crime tips, contacting officers or detectives, public access requests, citizens complaints as well as compliments from citizens, extra patrol requests, driving directions and much more. One kiosk will be located at the Police Department and a second will be located in City Hall.

The City shall also use a portion of its funds to purchase a secure server so that both the City's Police Department and the County's Sheriff's Department may access the Law Enforcement National Data Exchange managed by the FBI's Criminal Justice Information Services (CJIS) Division.

The county shall use its portion of the funds to purchase and install 3 complete in-car video systems.

Section 3. Liability

Nothing in the performance of this Interlocal Cooperation Agreement (hereinafter, "Agreement") shall impose any liability for claims against either governmental entity other then claims for which liability may be imposed by the Indiana Tort Claims Act.

Section 4. Responsibility

Each entity to this Agreement shall 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 5. Commitment

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the publics they serve.

Section 6. Third Parties

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7. Intent

By entering into this Agreement, the entities 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 8. Severability

If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

Section 9. Appropriation of Funds

The entities acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by JAG. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

Approved this _____ day of _____, 2012, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

_____
MARK STOOPS, President
Monroe County Commissioners

_____
IRIS F. KIESLING, Vice President

ATTEST:

_____
AMY GERSTMAN, Auditor

Monroe County Commissioners

_____
PATRICK STOFFERS, Commissioner
Monroe County Commissioners

Approved this 27th day of June, 2012, by the City of Bloomington Common Council.

Susan Sandberg
~~TIM MAYER, President~~
Bloomington Common Council
SUSAN SANDBERG, Vice President

ATTEST:

Regina Moore
REGINA MOORE, Clerk

Approved this 28th day of June, 2012, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

MARK KRUZAN, Mayor

ATTEST:

Regina Moore
REGINA MOORE, Clerk

INTERLOCAL COOPERATION AGREEMENT
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THE CITY OF BLOOMINGTON AND
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IN REGARDS TO 2012 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG)

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Section 9. Appropriation of Funds

The entities acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by JAG. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

Approved this 29th day of June, 2012, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

MARK STOOPS, President
Monroe County Commissioners

IRIS F. KIESLING, Vice President
Monroe County Commissioners

PATRICK STOFFERS, Commissioner
Monroe County Commissioners

ATTEST:

Amy Gerstman By IKC
AMY GERSTMAN, Auditor

Approved this _____ day of _____, 2012, by the City of Bloomington Common Council.

Susan Sandberg
~~TIM MAYER~~, President
Bloomington Common Council

ATTEST:

Regina Moore
REGINA MOORE, Clerk

Approved this 2nd day of July, 2012, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

MARK KRUZAN, Mayor

ATTEST:

Regina Moore
REGINA MOORE, Clerk