

(passed 8-6)
Ruff absent

RESOLUTION 09-11

TO APPROVE THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND
MONROE COUNTY, INDIANA
IN REGARD TO THE SECOND
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD IN 2009
(Funding for the Bloomington/Monroe County Audio-Video Recording Equipment
Upgrade Project)

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

WHEREAS, the City of Bloomington and Monroe County, Indiana have sought a second round of funds under the Justice Assistance Grant (JAG) Program for the "Bloomington/Monroe County Audio-Video Recording Equipment Upgrade" project and wish to enter into an agreement regarding the disbursement of these funds;

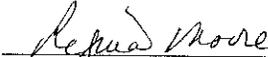
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

Section 1. The Common Council hereby approves the attached Interlocal Agreement between the City of Bloomington and Monroe County, Indiana in regard to the second Justice Assistance Grant (JAG) Program Award and authorizes the Mayor of the City of Bloomington to execute the Agreement.

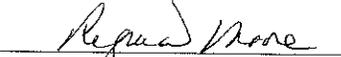
PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 15th day of JULY, 2009.


ANDY RUFF, President
Bloomington Common Council
ISABEL PIEDMONTSMITH, Vice President

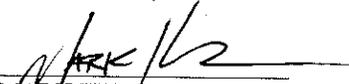
ATTEST:


REGINA MOORE, Clerk
City of Bloomington

PRESENTED to me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 2nd day of July, 2009.


REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 2nd day of July, 2009.


MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This resolution authorizes execution, by the Mayor, of an Interlocal Agreement between the City of Bloomington and Monroe County, Indiana regarding the disbursal of a second award under the Justice Assistance Grant (JAG) Program for what is referred to as the Bloomington/Monroe County Audio-Video Recording Equipment Upgrade project.

Copies to:
Mayor
County Commissioner office
County Auditor
Controller
City Clerk
Deputy
CA/CA 3
City Legal

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND
MONROE COUNTY, INDIANA
IN REGARDS TO 2009
JUSTICE ASSISTANCE GRANT PROGRAM AWARD

- WHEREAS, Indiana Code § 36-1-7-1 *et seq.* permits governmental entities 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 Edward Byrne Memorial Justice Assistance Grant Program FY 2009 (JAG).

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

Section 1. Payment

The City of Bloomington (hereinafter, "City"), acting as the Fiscal Agent of the grant, agrees to pay Monroe County, Indiana (hereinafter, "County"), \$7,542.00 if the total amount awarded under JAG is \$41,900.00; if the amount is different, City agrees to pay County 18% of the total amount received under JAG.

Section 2. Use of Funds

County agrees to use the JAG funds for the purchase of and/or payment towards a Mirra IV Digital Voice Logging System.

Section 3. Reporting

The County must submit quarterly financial and programmatic data, including any required performance measures data, to the City at least ten (10) days prior to the end of the established quarterly report deadline.

Section 4. Liability

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

Section 5. 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 6. 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 7. Third Parties

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

Section 8. Intent

Be 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 9. 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 10. Appropriation of Funds

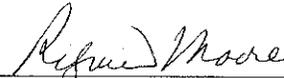
The entities acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by JAG. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current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

SO AGREED this 1st day of JULY, 2009.

CITY OF BLOOMINGTON, INDIANA

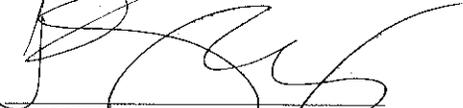
ATTEST:


MARK KRUZAN, Mayor


REGINA MOORE, Clerk

MONROE COUNTY, INDIANA

ATTEST:


PATRICK STOFFERS, President
Monroe County Commissioners


AMY GERSTMAN, Auditor

IRIS F. KIESLING, Vice President
Monroe County Commissioners


MARK STOOPS, Commissioner
Monroe County Commissioners

Approved this 1st day of JULY, 2009, by the City of
Bloomington Common Council.


~~ANDY RUFF, President~~
Bloomington Common Council
ISABEL PIEDMONT-SMITH, Vice President