

Passed 8-0
by a unanimous vote

RESOLUTION 14-04

TO APPROVE AN *AMENDED* INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND
MONROE COUNTY, INDIANA
IN REGARD TO A 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 *Amended* 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).

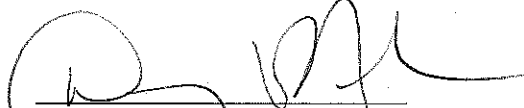
NOW, THEREFORE BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The *Amended* Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in regard to a 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 resolution 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 26th day of MARCH, 2014.

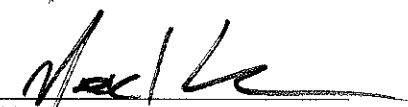

DARRYL NEHER, President
Bloomington Common Council

ATTEST:


REGINA MOORE, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 27th day of MARCH, 2014.

SIGNED and APPROVED by me upon this 27th day of MARCH, 2014.


MARK KRUZAN, Mayor
City of Bloomington

ORDINANCE 2014- 18

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington, and Monroe County, Indiana, regarding the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)

WHEREAS, the City of Bloomington, Indiana ("City"), and the County of Monroe, Indiana ("County"), entered interlocal agreement ("Agreement") which authorizes the use of the 2014 JAG Grant award; and,

WHEREAS, the City shall purchase the program and make it available to the County at no additional costs; and,

WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A; and,

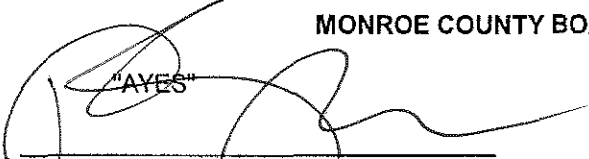
WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana, that the Exhibit A Agreement shall be, and hereby is, approved.

Approved this 30th day of May, 2014, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

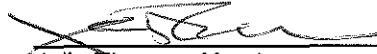
"AYES"



Patrick Stoffers, President

Not Present

Iris F. Kiesling, Vice President



Julie Thomas, Member

"NAYS"

Patrick Stoffers, President

Iris F. Kiesling, Vice President

Julie Thomas, Member

ATTEST:



Steve Saultter, Auditor

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND
MONROE COUNTY, INDIANA
IN REGARDS TO 2014 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 2014 Edward Byrne Memorial Justice Assistance Grant (JAG); and
- WHEREAS, the funds from the JAG are to be divided between the two governmental entities based on violent crime statistics reported to the Federal Bureau of Investigation through the Uniform Crime Reports; and
- WHEREAS, a three (3) year review of the violent crime statistics for both governmental agencies indicates that the Bloomington Police Department is to receive eighty-two percent (82%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining eighteen percent (18%) of the JAG funds.

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

Section 1. Payment

The City shall receipt in all of the \$28,826.00 associated with the 2014 JAG and thereafter disburse \$5,188.68 (18% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$23,637.32 for use by the City of Bloomington Police Department.

Section 2. Use of Funds

The City shall use all of the \$23,637.32 it is allocated from the JAG funds towards the purchase of an iRecord Digital Video/Audio Recording System, with said system being installed in four (4) interview rooms at the Police Department during the summer or fall of 2014.

The County shall use all of the \$5,188.68 it is allocated from the JAG funds towards the purchase of in-car video systems for police vehicles.

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 than 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 _____, 2014, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

ATTEST:

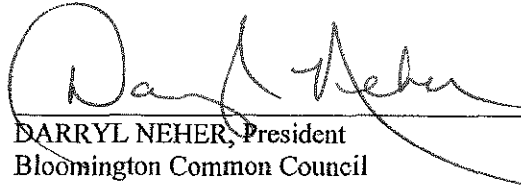

PATRICK STOFFERS, President
Monroe County Commissioners


STEVE SAULTER, Auditor

IRIS F. KIESLING, Vice President
Monroe County Commissioners

JULIE THOMAS, Commissioner
Monroe County Commissioners

Approved this 11th day of June, 2014, by the City of
Bloomington Common Council.


DARRYL NEHER, President
Bloomington Common Council

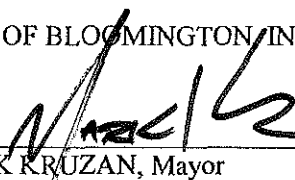
ATTEST:


REGINA MOORE, Clerk

Approved this 19th day of June, 2014, by the City of
Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:


MARK KRIZAN, Mayor


REGINA MOORE, Clerk

ORDINANCE 2014-12

An Ordinance Approving the **Amended** Interlocal Cooperation Agreement between the City of Bloomington, and Monroe County, Indiana, in regard to the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Interlocal Agreement

WHEREAS, the City of Bloomington, Indiana ("City"), and the County of Monroe, Indiana ("County"), entered interlocal agreement ("Agreement") which authorized the purchase of two eDesk Kiosks; and,

WHEREAS, the City learned the eDesk Kiosks were unnecessary and ineffective, and

WHEREAS, the Department of Justice approved the use of the grant funds to purchase digital signage; and,

WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A; and,

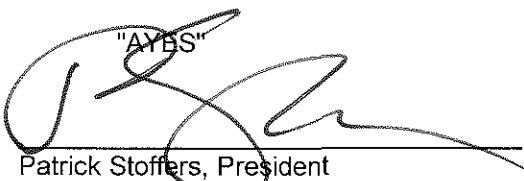
WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana, that the Exhibit A Amended Agreement shall be, and hereby is, approved.

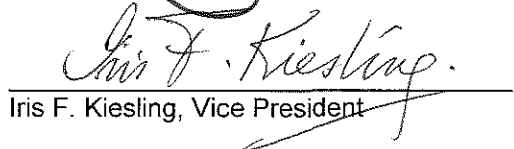
Approved this 21st day of March, 2014, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

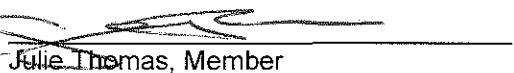
"AYES"



Patrick Stoffers, President



Iris F. Kiesling, Vice President



Julie Thomas, Member

ATTEST:



Steve Saulters, Auditor

"NAYS"

Patrick Stoffers, President

Iris F. Kiesling, Vice President

Julie Thomas, Member

AMENDED
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); and
- WHEREAS, the original Interlocal Cooperation Agreement was approved by the Monroe County Commissioners on May 18, 2012; the City of Bloomington Common Council on June 27, 2012; and approved by the Mayor of Bloomington on July 2, 2012; and
- WHEREAS, the City of Bloomington was unable to utilize its \$16,698.00 allocation for the purchase of a two eDesk Kiosks because it was subsequently determined that said Kiosks were unnecessary and ineffective; and
- WHEREAS, the Department of Justice has advised the City of Bloomington that the \$16,980.00 can still be allocated to the City, provided the City instead utilizes said money for the purchase of digital signage to allow the Police Department to connect and interact with members of the public and to share roll call and other important law enforcement information with the different shifts and divisions in the different police buildings; and
- WHEREAS, the Department of Justice has advised the City of Bloomington that in order to utilize the \$16,980.00 for the purchase of digital signage an *Amended* Interlocal Cooperation Agreement must be entered into between the City of Bloomington and Monroe County; and

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

Section 1. Payment

The City of Bloomington (hereinafter, "City") paid Monroe County, Indiana (hereinafter, "County"), a total of \$17,325 of funds received from the Recovery Act: Justice Assistance Grant (hereinafter "JAG").

The City collected and deposited \$16,698.00 in JAG funds into its own account.

Section 2. Use of Funds

Monroe County shall use its respective funds in accordance with the original JAG Grant allocation and interlocal.

The City of Bloomington shall use its respective funds to purchase digital signage to allow the Police Department to connect and interact with members of the public and to share roll call and other important law enforcement information with the different shifts and divisions in the different police buildings.

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 than 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 21 day of March, 2014, by the Monroe County, Indiana Commissioners:


MONROE COUNTY, INDIANA



PATRICK STOFFERS, President
Monroe County Commissioners



IRIS KIESLING, Vice President
Monroe County Commissioners



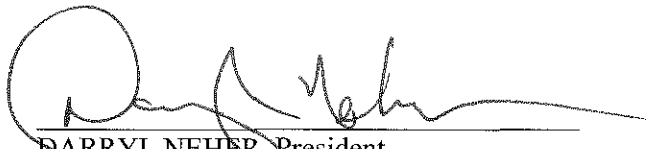
JULIE THOMAS, Commissioner
Monroe County Commissioners

ATTEST:



STEVE SAULTER, Auditor

Approved this 21st day of March, 2014, by the City of Bloomington Common Council.



DARRYL NEHER, President
Bloomington Common Council

ATTEST:



REGINA MOORE, Clerk

Approved this 27th day of MARCH, 2014, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:



MARK KRUZAN, Mayor



REGINA MOORE, Clerk