

**RESOLUTION 21-38**

**TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON AND  
MONROE COUNTY, INDIANA  
IN REGARDS TO THE 2020 AND 2021 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 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant (JAG);

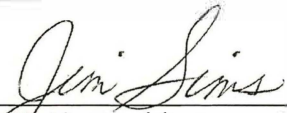
NOW, THEREFORE BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in regards to the 2020 and 2021 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, sentences or provisions of this resolution, 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 by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 15 day of December, 2021.

  
\_\_\_\_\_  
JIM SIMS, President  
Bloomington Common Council

ATTEST:

  
\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 17 day of December, 2021.

  
\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this 17<sup>th</sup> day of December, 2021

  
\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

## SYNOPSIS

This resolution approves the Interlocal Cooperation Agreement between the City and the County for the 2020 and 2021 JAG funds. JAG funds are divided between the City and the County based on violent crime statistics reported to the FBI through the Uniform Crime Report. The City will use its portion of the grant to procure radios for squad cars, while the County intends to use its award towards the purchase of tire deflation devices.

Distributed to Clerk, Council Attorney, Legal, and Mayor.

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Eric Schmitz  
Monroe County Recorder IN  
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INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF BLOOMINGTON AND  
MONROE COUNTY, INDIANA  
IN REGARDS TO 2020 AND 2021 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 2020 and 2021 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, for calendar year 2020, a three (3) year review of the violent crime statistics for both governmental agencies indicates that the Bloomington Police Department is to receive ninety-one percent (91%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining nine percent (9%) of the JAG funds; and
- WHEREAS, for calendar year 2021, a three (3) year review of the violent crime statistics for both governmental agencies also indicates that the Bloomington Police Department is to receive ninety-one percent (91%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining nine percent (9%) of the JAG funds;

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

Section 1. Payments

For calendar year 2020, the City shall receipt in all of the \$35,377.00 associated with the 2020 JAG and thereafter disburse \$3,184 (9% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$32,193.00 for use by the City of Bloomington Police Department.

For calendar year 2021, the City shall receipt in all of the \$46,347.00 associated with the 2021 JAG and thereafter disburse \$4,171 (9% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$42,176.00 for use by the City of Bloomington Police Department.

Section 2. Use of Funds

The City shall use of the \$32,193.00 it is allocated from the 2020 JAG funds towards the purchase of police radios in its squad cars. The City shall also use the \$42,176 it is allocated from the 2021 JAG funds towards the purchase of police radios for squad cars.

The County shall use of the \$3,184.00 it is allocated from the 2020 JAG funds towards the purchase of tire deflation devices. The County shall also use the \$4,171 it is allocated from the 2021 JAG funds towards the purchase of tire deflation devices.

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.

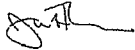
Section 9. Appropriation of Funds

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.

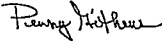
Approved this 5th day of January, 2022, by the Monroe County, Indiana Commissioners:


MONROE COUNTY, INDIANA

ATTEST:

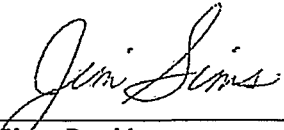
 1/5/2022  
Julie Thomas, President  
Monroe County Commissioners

  
Catherine Smith, Auditor


 1/5/2022  
Penny Githens, Vice President  
Monroe County Commissioners

 1/5/2022  
Lee Jones, Commissioner  
Monroe County Commissioners

Approved this 15 day of December, 2021, by the City of Bloomington Common Council.

  
Jim Sims, President  
Bloomington Common Council

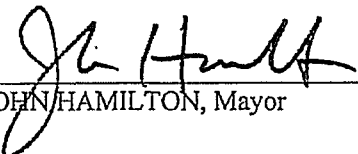
ATTEST:

  
NICOLE BOLDEN, Clerk

Approved this 20th day of December, 2021, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:

  
JOHN HAMILTON, Mayor

  
NICOLE BOLDEN, Clerk