

**Request for City Council Action**

**Date: June 9, 2015**

<p><b>Agenda Section:</b> Consent Agenda</p> <p><b>No. 5</b></p>	<p><b>Originating Department:</b></p> <p>Police Department/Legal</p>			
<p><b>Item:</b> Resolution Authorizing the City Manager to Submit an Application for a Department of Justice, Justice Assistance Grant for the Police Department</p> <p><b>No. 5.14</b></p>	<p><b>Approved:</b></p>			
<p><b>Background and Summary:</b></p> <p>The City of Carbondale has been notified by the U.S. Department of Justice that the City is eligible to receive a Justice Assistance Grant (JAG) in the amount of \$19,501. In order to receive the funds, it is necessary for the City to submit an application and the grant instructions require the governing body to authorize the filing of the application.</p> <p>Part of the JAG program’s legislative framework addresses funding disparities among jurisdictions. By statute, a disparate allocation occurs when a constituent unit of local government is scheduled to receive one and one half times more than another constituent unit while the other unit of government bears more than 50% of the costs of prosecution or incarceration that arise for Part 1 violent crimes reported by the geographically constituent units. JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance, based in part on input from the state’s Attorney General. The City of Carbondale and Jackson County have been certified as disparate jurisdictions.</p> <p>Jurisdictions certified as disparate must file a joint application for the aggregate of funds allocated to them, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) must be completed, signed, and faxed to the Office of Justice Programming indicating who will serve as the applicant/fiscal agent for the joint funds. The City of Carbondale will serve as the applicant.</p> <p>In the federal FY2015 JAG allocation for eligible jurisdictions, the City of Carbondale was awarded \$19,501 and Jackson County was not awarded any funding. Representatives of the two jurisdictions met and agreed to divide the City of Carbondale’s allocation. The agreement calls for an equal distribution of \$9,750.50 for each jurisdiction. The funding to Jackson County would offset the costs arising from the increase in services on the County due to Carbondale’s additional crime fighting capability. Had the two agencies not agreed to share their funding allocation, neither of the agencies would be eligible for funding from the JAG program.</p>				
<p>Engineering Approval Obtained</p>	<p>Finance Approval Obtained</p>	<p>Legal Approval Obtained</p>	<p>Approval Obtained</p>	<p>Manager's Approval Obtained</p>
<p>Council Action: Motion by: _____</p>		<p>2nd by: _____</p>		<p>to: _____</p>

JAG funds can be used for a variety of purposes, including the hiring of additional personnel, paying overtime to increase the hours already worked by personnel, purchasing equipment and planning, evaluation, and technology improvement programs.

The JAG program relies on annual appropriations from Congress. As a result, it is not prudent to use JAG funds to begin activities that will have an ongoing cost for the City. The purchase of equipment allows the City to take advantage of the JAG funds without committing future City resources.

The JAG program does not require any local matching funds, but grant regulations do not allow the City to substitute the JAG funds for City funds. Consequently, the grant will enable the City to improve police operations beyond what would have been possible with City funds.

The Police Department would like to use this allocation of JAG funds to purchase auxiliary radio repeater receiver equipment for the Police Department's radio infrastructure. The addition of this equipment will provide the Department with the ability to enhance radio communication signal transmissions to increase in-building coverage which will result in an increase of both officer and citizen safety.

**RECOMMENDED MOTION:**

It is recommended that the City Council approve a resolution authorizing the City Manager to apply for a Justice Assistance Grant in the amount of \$19,501 and enter into a Memorandum of Understanding with Jackson County to serve as the applicant/fiscal agent for the joint funds. Further, to authorize the City Manager or his designee to execute such assurances, certifications, and other documents as may be needed to apply for and accept the grant.

**RESOLUTION NO. 2015-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR A DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT FOR THE POLICE DEPARTMENT**

**WHEREAS**, the City of Carbondale, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

**WHEREAS**, pursuant to Article VII, Section 6(a), of the Illinois Constitution, 1970, the City of Carbondale may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, the City of Carbondale has been notified that the City is eligible for a Justice Assistance Grant (JAG) to be shared with the County of Jackson in the amount of \$19,501.00, by the United States Department of Justice; and

**WHEREAS**, in order to receive this JAG grant, the City of Carbondale and the County of Jackson must sign an Intergovernmental Agreement; and

**WHEREAS**, the City and County may use the monies received from this grant for many purposes including the purchase of auxiliary radio repeater receiver equipment for the Police Department's radio infrastructure.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS AS FOLLOWS:**

**SECTION 1.** The City Council finds and declares that it is in the best interest of the citizens of the City of Carbondale to authorize the City Manager to submit a Justice Assistance Grant application to the United States Department of Justice, and enter into an Intergovernmental Agreement with the County of Jackson, attached hereto as Exhibit A.

**SECTION 2.** That the City Manager of the City of Carbondale, Illinois be and is hereby authorized to take any and all reasonable, necessary, and proper action to carry out the intent and purpose of this Resolution.

**SECTION 3.** That this Resolution shall take effect upon its passage, approval, recording, and publication in pamphlet form in accordance with law.

APPROVED: \_\_\_\_\_  
John M. Henry, Mayor

ATTEST: \_\_\_\_\_  
Jennifer R. Sorrell, City Clerk

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
P. Michael Kimmel, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CARBONDALE  
AND THE COUNTY OF JACKSON FOR A 2015 BYRNE JUSTICE ASSISTANCE  
GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of June, 2015, between the City of Carbondale, a municipal corporation, acting by and through its governing body, the City Council, hereinafter referred to as the "Municipality", and the County of Jackson, acting by and through its governing body, the County Board, hereinafter referred to as the "County", both of Jackson County, State of Illinois, witnesseth:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as follows:

"any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement."; and

WHEREAS, the Municipality is a unit of government situated within the corporate boundaries of the County; and

WHEREAS, each governing body, in performing 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 governing body finds that the performance of this Agreement is in the best interest of both parties, 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 Agreement; and

WHEREAS, the Municipality agrees to provide the County \$9,750.50 from the JAG award for County programs; and

WHEREAS, the Municipality and County believe it to be in their best interest to reallocate the JAG funds.

NOW, THEREFORE, it is hereby agreed that:

1. The 2015 Byrne Justice Assistance Grant (JAG) Program Award of \$19,501.00 will be equally shared between the City of Carbondale and County of Jackson, in that both parties shall receive \$9,750.50 of the total \$19,501.00 of JAG funds.
2. County agrees to use \$9,750.50 for Equipment Upgrades until September 30, 2017.
3. Municipality agrees to use \$9,750.50 for Equipment Upgrades until September 30, 2017.
4. Nothing in the performance of this Agreement shall impose any liability for claims against County other than claims for which liability may be imposed by the Local Governmental and Governmental Employees Tort Immunity Act.
5. Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the Local Governmental and Governmental Employees Tort Immunity Act.
6. Each party to this Agreement will 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.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF CARBONDALE

By: \_\_\_\_\_  
Kevin Baity, City Manager

ATTEST:  
By: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY OF JACKSON

By: \_\_\_\_\_  
John S. Rendleman, County Board Chairman

ATTEST:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
P. Michael Kimmel, City Attorney

\_\_\_\_\_  
Michael Carr, State's Attorney