CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Interlocal Agreement Edward Byrne Memorial Justice Assistance Grant (JAG) Program – FY2018

DATE: August 20, 2018

FINANCIAL IMPACT: $15,500.00 (grant portion to the City of West Des Moines)

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible states under this FY 2018 JAG Program State Solicitation. (A separate solicitation will be issued for applications to BJA directly from units of local government.) In general, JAG funds awarded to a state under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The City of West Des Moines, within the interlocal agreement with the City of Des Moines and Polk County, has participated in this federal grant program for the last six years.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Recommend accepting this funding from the JAG grant program. This will be utilized to upgrade the Police Department's physical security to the Law Enforcement Center, specifically upgrading surveillance cameras and software that are beyond their recommended service life.

Lead Staff Member: Police Chief Chris Scott

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	08/03/2018		
Recommendation	Yes	No	

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Date _____

Agenda Item _____

Roll Call #_____

MEMORANDUM OF UNDERSTANDING
Interlocal Agreement

BETWEEN THE COUNTY OF POLK, IOWA AND THE CITY OF DES MOINES AND THE CITY OF WEST DES MOINES

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WARD
FY2018 Local Solicitation

This Agreement is made and entered into the ___ day of August, 2018, by and between the County of Polk Iowa, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the City of Des Moines, acting by and through its governing body, the City Council, hereinafter referred to as DES MOINES, and the City of West Des Moines, acting by and through its governing bodies, the City Council, hereinafter referred to as WEST DES MOINES, hereinafter referred to as CITIES if reference is to both cities, both of Polk County, State of Iowa, witnesseth:

WHEREAS, this agreement is made under the authority of Federal Statute 34 U.S.C., Section 10156 of Government Code: 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 interests of all 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 City of DES MOINES agrees to provide the COUNTY up to $10,500 and WEST DES MOINES up to $15,500 from the JAG award for the Law Enforcement Equipment Program: and

NOW THEREFORE, COUNTY and the CITIES agree as follows:

Section 1.

DES MOINES agrees to reimburse COUNTY up to the total of $10,500 of JAG funds

Section 2.

COUNTY agrees to submit documentation of purchase and proof of payment to DES MOINES as a request for reimbursement, up to $10,500, for purchases made that are directly related to the Law Enforcement Equipment Program until August 1, 2021

Section 3.

DES MOINES agrees to reimburse WEST DES MOINES up to the total of $15,500 of JAG funds.

Section 4.

WEST DES MOINES agrees to submit documentation of purchase and proof of payment to DES MOINES as a request for reimbursement, up to $15,500, for purchases made that are directly related to the Law Enforcement Equipment Program until August 1, 2021.

Section 5.

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 Tort Claims Act.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against CITIES other than claims for which liability may be imposed by the Tort Claims Act.

Section 7.

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.

Section 8.

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

Section 9.

By entering into this Agreement, the parties 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 10.

COUNTY AND CITIES agree that this Memorandum of Understanding, Interlocal Agreement regarding the FY2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, will be approved by the governing bodies of each party with the signing of this document by The Chairperson of the Polk County Board of Supervisors or their designee and the Mayor of each of the CITIES, and the executed documents returned to DES MOINES.

The COUNTY of Polk, Iowa

_____

Chair – Polk County Board of Supervisor

ATTEST:

_____

Polk County Auditor Date

APPROVED AS TO FORM:

_____

Assistant Polk County Attorney

The City of DES MOINES, Iowa

_____

Mayor of the City of Des Moines

ATTEST:

_____

City Clerk of Des Moines Date

APPROVED AS TO FORM

_____

Assistant City Attorney

The City of WEST DES MOINES, Iowa

_____

Mayor of the City of West Des Moines, Iowa

ATTEST:

_____

City Clerk of West Des Moines Date

APPROVED AS TO FORM:

_____

Assistant City Attorney of West Des Moines