

MEMORANDUM
Police Department

TO: Mr. John Phillips, City Manager

SUBJECT: 2011 Justice Assistance Grant (JAG)
RE: Approval of Memorandum of Understanding

NUMBER: 040-11
DATE: 06-14-11

The Rock Island Police Department recently received notification that the Office of Justice Programs (OJP), U.S. Department of Justice, was accepting applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program which allows local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The Justice Assistance Grant Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

Information received from the Office of Justice Programs indicates that Justice Assistance Grant funds may be used for the same purpose as funds previously received for the Local Law Enforcement Block Grant. In 2010, the Rock Island Police Department received \$48,967.00 from the Local Law Enforcement Block Grant. These grant funds have historically been designated for personnel costs associated with the hiring and subsequent retention of additional police officers. These funds will be utilized towards the salaries of two current officers.

As with the Local Law Enforcement Block Grant, the Justice Assistance Grant involves a disparate allocation of funds. A disparate allocation occurs when multiple units of local government qualify to receive funds and another unit of local government bears more than 50% of the costs of prosecution or incarceration that arise for Part I violent crimes. In the case of this Justice Assistance Grant, both the City of Moline and the City of Rock Island have qualified for funding and Rock Island County is then included due to their bearing the majority of the costs for incarceration and prosecution. Additionally, jurisdictions certified as disparate must submit a joint application for the aggregate funds allocated to them. For 2011, this total amount equals \$76,450.00. Included as part of the joint application process is the requirement that a Memorandum of Understanding be completed and signed by the participating jurisdictions designating which jurisdiction will act as the fiscal agent for the joint funds, the amount each jurisdiction will receive, and the purpose for which the funds will be allocated.

Following a meeting with the Moline Police Department and the Rock Island County Sheriff's Department, the attached Memorandum of Understanding has been developed and subsequently reviewed by the Rock Island City Attorney. This memorandum designates the City of Moline as the fiscal agent for the joint funds and specifies that

the City of Rock Island will receive \$39,007.80 from this grant for the Police Officer Personnel Project (payment of two current officer's personnel costs). Acceptance of this Memorandum of Understanding must be completed before application can be made for the Justice Assistance Grant funds.

RECOMMENDATION:

I recommend that the City Council approve this Memorandum of Understanding and authorize the Mayor, City Clerk, and City Attorney to sign this agreement.

SUBMITTED BY: Lt. Jason Foy
Commander, A.T.S.B.


APPROVED: Scott D. Harris
Chief of Police

APPROVED: Mr. John Phillips
City Manager

GMS APPLICATION NUMBER: 2011-H3873-IL-DJ

**MEMORANDUM OF UNDERSTANDING
2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of June, 2011, by and between **THE CITY OF MOLINE, ILLINOIS (“Moline”), THE CITY OF ROCK ISLAND, ILLINOIS (“Rock Island”), THE CITY OF EAST MOLINE, ILLINOIS (East Moline”),** and **THE COUNTY OF ROCK ISLAND, ILLINOIS (“County”)** in regard to the joint application for funding available from the U. S. Department of Justice.

WITNESSETH:

WHEREAS, Moline, Rock Island, East Moline, and County are eligible to submit a joint application for the aggregate of funds allocated to them under the 2011 Byrne Justice Assistance Grant (JAG) Program award; and

WHEREAS, the grant requires that one agency serve as the Fiscal Agent for the funds and administer the financial and programmatic requirements; and

WHEREAS, Moline will serve in the capacity of Fiscal Agent for the JAG grant, and as such will make application for the joint funding and comply with the subsequent reporting requirements; and

WHEREAS, this agreement is made subject to and enabled by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW THEREFORE, the participating agencies agree as follows:

Grant Administration. Moline will complete the application process, based on the agreed upon allocation of funding and the individual projects as identified below for each of the participating agencies.

GMS APPLICATION NUMBER: 2011-H3873-IL-DJ

A. Upon receipt of the JAG funding, Moline will pay Rock Island the sum of \$39,007.80 for the Police Officer Personnel Project.

B. Upon receipt of the JAG funding, Moline will pay East Moline the sum of \$9,898.20 for the Less Lethal Weapon Deployment Project.

C. Upon receipt of the JAG funding, Moline will pay County the sum of \$7,645.00 for the Law Enforcement Courthouse/Justice Center Security Enhancement Project.

D. Upon receipt of the JAG funding, Moline will retain the sum of \$19,899.00 as its portion of the grant for its Less Lethal Weapon Deployment Project.

E. Each participating agency will establish a trust fund account in which its portion of the JAG funding will be deposited.

F. Each participating agency will retain documentation of all expenditures made from the JAG funding during the course of the grant period.

G. Upon request by Moline, Rock Island, East Moline, and County will provide financial and program data from their respective individual JAG funded projects for preparation of the appropriate quarterly and semi-annual reports required under the grant.

H. Moline, as the Fiscal Agent, will prepare and submit the required quarterly financial and semi-annual program reports required under the grant.

Term: The term of this agreement shall be for the four-year grant period, or until final close-out of the grant has been approved by the U. S. Department of Justice, whichever occurs first.

Miscellaneous: 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 services by the other parties.

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest:

City Clerk

Approved As To Form:

City Attorney

CITY OF ROCK ISLAND, ILLINOIS

By: _____
Mayor

Attest:

City Clerk

Approved As To Form:

City Attorney

CITY OF EAST MOLINE, ILLINOIS

By: _____
Mayor

Attest:

City Clerk

Approved As To Form:

City Attorney

**COUNTY OF ROCK ISLAND,
ILLINOIS**

By: _____
County Board Chairman
