

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF BLOOMINGTON AND  
MONROE COUNTY, INDIANA  
IN REGARDS TO 2023 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 2023 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 2023, a three (3) year review of the violent crime statistics for both governmental agencies indicates that the Bloomington Police Department is to receive ninety-three percent (93%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining seven percent (7%) of the JAG funds; and

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

Section 1. Payments

For calendar year 2023, the City shall receipt in all of the \$54,337 associated with the 2023 JAG and thereafter disburse \$3,804 (7% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$50,533 for use by the City of Bloomington Police Department.

Section 2. Use of Funds

The City shall use the \$50,533 it is allocated from the 2023 JAG funds towards the purchase of portable radios.

The County shall use the \$3,804 it is allocated from the 2023 JAG funds towards the purchase of automated external defibrillators (AEDs).

### 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 \_\_\_\_\_, 2023, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

ATTEST:

\_\_\_\_\_  
Penny Githens, President  
Monroe County Commissioners

\_\_\_\_\_  
Catherine Smith, Auditor

\_\_\_\_\_  
Julie Thomas, Vice President  
Monroe County Commissioners

\_\_\_\_\_  
Lee Jones, Commissioner  
Monroe County Commissioners

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the City of Bloomington Common Council.

\_\_\_\_\_  
Sue Sgambelluri, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
Nicole Bolden, Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:

\_\_\_\_\_  
John Hamilton, Mayor

\_\_\_\_\_  
Nicole Bolden, Clerk