

Normal. The Town will receive \$12,497 and the City will receive \$36,810. The monies for the City would be used for technology, training, and equipment.

The formula is calculated by the Bureau of Justice Statistics (BJS) for each state and territory. A minimum base allocation which (based on the statutory JAG formula) may be enhanced by 1.) the state's share of the national population and 2.) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, sixty percent (60%) of the allocation is awarded to the state and forty percent (40%) to eligible units of local government.

The City has received the JAG grant for several years. In 2010 the dollars allocated to the city were \$36,810. The money was used for three (3) twenty-four (24) inch monitors, Key Track automated system, SWAT tactical helmets, and Guardian tracking devices. In 2011 the dollars allocated to the city \$46,358. The money was used for SWAT gear including radio helmet microphones, vest carriers, uniforms, digital voice recorders, binoculars, motion detection clocks, DVR's, button cameras, and training.

In McLean County, the City and Town are the qualifying agencies. The amount we are authorized versus Normal is based on population and part 1 violent crime statistics.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Randall D. McKinley  
Chief of Police

Patti-Lynn Silva  
Director of Finance

David A. Hales  
City Manager

**CONTRACT NO. \_\_\_\_\_**

**THE STATE OF Illinois**

**KNOW ALL BY THESE PRESENT**

**COUNTY OF McLean**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON, IL; THE TOWN OF NORMAL  
AND COUNTY OF MCLEAN, IL**

**2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 29<sup>th</sup> day of May, 2012, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board,

hereinafter referred to as COUNTY; the TOWN of Normal, acting by and through its governing body, the Town Council, hereinafter referred to as TOWN; and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, all of McLean County, State of Illinois, witnesseth:

**WHEREAS**, this Agreement is made under the authority of the County, Town, and City Government codes: 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 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 City agrees to provide the County \$0 from the JAG award.

**WHEREAS**, the City agrees to provide the TOWN \$12,497 from the JAG Award.

**WHEREAS**, the CITY, TOWN, and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

**NOW THEREFORE, the COUNTY, TOWN, and CITY agree as follows:**

**Section 1.**

City agrees to pay County a total of \$0 of JAG funds.

**Section 2.**

CITY agrees to pay TOWN a total of \$12,497 of JAG funds.

**Section 3.**

CITY agrees to use \$36,810 for technology, training, and equipment.

**Section 4.**

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

**Section 5.**

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 6.**

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

**Section 7.**

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.

CITY OF Bloomington, IL

COUNTY OF McLean, IL.

Stephen F. Stockton  
Mayor, City of Bloomington

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Matt Sorensen  
McLean County Board Chairman

ATTEST: APPROVED AS TO FORM:

Tracey Covert  
City Clerk for City of Bloomington

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Mike Emery  
McLean County Sheriff

Todd Greenburg  
City Attorney

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Kathy Michael  
McLean County Clerk

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Hannah Eisner  
Assistant Civil State Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

**Motion by Alderman Fruin, seconded by Alderman Anderson that the 2012 Edward Byrne Memorial Justice Grant in the amount of \$49,307 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**