

ORDINANCE NO. 17-2012

THE STATE OF INDIANA

THE COUNTY OF CLARK

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF JEFFERSONVILLE, INDIANA,  
TOWN OF CLARKSVILLE, INDIANA, AND COUNTY OF  
CLARK, INDIANA

2012 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into pursuant to Ind. Code § 36-1-7 on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY of Jeffersonville, acting by and through its governing body, the City Council (CITY), the TOWN of Clarksville, acting by and through its governing body, the Town Council (TOWN), and the COUNTY of Clark, acting by and through its governing body, the Board of Commissioners (COUNTY).

WHEREAS, this Agreement is made under the authority of 42 U.S.C. 3751(a) and pursuant to Ind. Code § 36-1-7; and

WHEREAS, the parties desire to apply for Justice Assistance Grant (JAG) funding through the U.S. Department of Justice for needed funding for the police departments of the parties; 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, TOWN, and COUNTY believe it to be in their best interests to reallocate the JAG funds;

The CITY, TOWN, and COUNTY agree as follows:

**Section 1. Duration.**

The duration of this interlocal agreement shall be the time that the JAG grant is open. This agreement shall remain in full force and effect until such time as the JAG grant is closed under Department of Justice guidelines.

**Section 2. Purpose.**

The purpose of this interlocal agreement shall be to apply for grant funding through the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program, 42 U.S.C. § 3751(a), to receive funds for use of each police departments of the parties as more fully described herein. The Town of Clarksville shall be the party which shall administer any and all grants received. If the application for grant funding is approved and grant funds received, the purpose of this interlocal agreement shall be to identify the proper allocation of such funds among the parties.

**Section 3. Manner of Financing, Staffing, and Supplying the Joint Undertaking of This Interlocal Agreement.**

The joint undertaking of this agreement shall be financed by the proceeds of any grant funds received from the Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program. The grant funds shall be allocated among the parties as follows: The TOWN will receive \$11,295 of JAG funds. The TOWN agrees to use such funds to purchase ten (10) radar guns until such funds are expended, not to exceed four (4) years beyond the date of award. TOWN agrees to pay CITY a total of \$12,371 of JAG funds. CITY agrees to use such funds to purchase and acquire four (4) hand held radars, with one (1) case and to upgrade 19 years of records from a DOSS program to a Windows program, until such funds are expended, not to exceed four (4) years beyond the date of award. TOWN agrees to pay COUNTY \$3,227.00 of JAG funds. COUNTY agrees to use such funds for the purchase of four (4) Cisco Gigabit Transceivers, one (1) laptop computer and one (1) Cisco Aironet Wireless Access Point, until such funds are expended, not to exceed four (4) years beyond the date of award. Each party shall provide staff needed for the expenditure and accounting of its share of the JAG funds. Each party shall submit a budget to the grant administrator, Brittany Montgomery, prior to the distribution of the allocated portion of the grant funds. Such budget shall be maintained in the records of each party and in the records of the grant administrator.

**Section 4. No Liability Incurred by Operation of This Agreement.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY, TOWN, or COUNTY other than claims for which liability may be imposed by the Indiana Tort Claims Act.

**Section 5. Indemnity.**

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. Each party shall indemnify and hold harmless the other parties for civil liability that may arise from that party's acts or omissions.

**Section 6. Termination of Agreement.**

This interlocal agreement shall be terminated when the grant has been fully closed with approval from and in compliance with the requirements of the granting agency.

**Section 7. Administration of Interlocal Agreement.**

Brittany Montgomery of the Town shall serve as the grant administrator for any and all grants received. The interlocal agreement shall be administered by a joint board composed of one representative each appointed by the Mayor of the City, the town council of the Town, and the county commissioners of the County.

In any case of grant repayment to the funding agency due to deficiencies in grant administration, the Town of Clarksville shall make any and all required repayment to the funding agency, unless such grant deficiencies result from the action, inaction, failure of cooperation, negligence, mistake, misrepresentation, error, or any other action or inaction on the part of another party, in which case the party responsible for the grant deficiency shall make any and all required repayment to the funding agency.

**Section 8. Acquiring, Holding, and Disposing of Property.**

No party shall acquire or hold property with grant funds unless specifically allowed by the granting agency. Any such property so acquired or held shall be owned by the party that acquired and held same upon the termination of this interlocal agreement.

**Section 9. No Rights Acquired by Outside Parties.**

The parties to this agreement do not intend for any outside party to obtain any rights by virtue of this Agreement.

**Section 10. Miscellaneous.**

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. This Agreement shall not create any rights in any party not a signatory hereto.

(The rest of this page is intentionally left blank).

CITY OF JEFFERSONVILLE, INDIANA

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

TOWN OF CLARKSVILLE, INDIANA

ATTEST:

\_\_\_\_\_  
PRESIDENT, TOWN COUNCIL


\_\_\_\_\_  
CLERK-TREASURER

COUNTY OF CLARK, INDIANA

*by Ordinance No. 17-2012*

ATTEST:

  
\_\_\_\_\_  
PRESIDENT, BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
COUNTY AUDITOR