

RESOLUTION 14-R-12 approving applying for the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award for 2013-2017, designating a representative for such grant and approving entry into an Interlocal Agreement between Rutherford County and the City of Murfreesboro, Tennessee for the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award in the amount of \$67,090.00.

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program was established to provide agencies with the flexibility to prioritize and place justice funds where they are needed most; and

WHEREAS, to receive the award, the program requires that an application be filed jointly with Rutherford County and the City of Murfreesboro, and that an Interlocal Agreement be executed between those parties agreeing upon the amount of funds each is to receive and which agency will act as the Fiscal Agent to file the application on behalf of those parties; and

WHEREAS, the City of Murfreesboro has agreed to serve as the Fiscal Agent and administer the grant; and

WHEREAS, each party has agreed that this arrangement is fair and equitable; and

WHEREAS, representatives of the those parties have agreed that the City of Murfreesboro will file the application, and that they will share the funds as follows: The City of Murfreesboro will receive \$33,545.00; Rutherford County will receive \$33,545.00; and

WHEREAS, applications are automated and must be filed online; and

WHEREAS, Sergeant Kyle Evans, Murfreesboro Police Department has previously been designated as a Financial Point of Contact for the Edward Byrne Memorial Justice Assistance Grant monies and is an appropriate person to serve as the Local Grant Administrator and represent Rutherford County and the City of Murfreesboro as regards the Justice Assistance Grant; and

WHEREAS, to have Sergeant Kyle Evans, Murfreesboro Police Department, execute the Justice Assistance Grant application forms and complete correspondence for the City of Murfreesboro online, the Mayor of Murfreesboro must delegate or formally designate PIO Kyle Evans; and

WHEREAS, Rutherford County and the City of Murfreesboro have been notified of their eligibility to receive a Justice Assistance Grant from the United States Government in the amount of Sixty-Seven Thousand, Ninety and No/100 Dollars (\$67,090.00) for the 2013-2017 funding period; and

WHEREAS, the grant award requires no local matching funds; and

WHEREAS, it appears that the City of Murfreesboro can appropriately use its portion of said grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the City of Murfreesboro hereby authorizes submittal of an application for the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award for the 2013-2017 funding years and the giving of all understandings, assurances, and designations contained in such application.

SECTION 2. That the City of Murfreesboro, in authorizing the submittal of the application, also hereby authorizes the Mayor to enter into a contract accepting the award without further Council action or approval.

SECTION 3. That PIO Kyle Evans, Murfreesboro Police Department, is hereby designated as the signing authority on behalf of the City of Murfreesboro for the Justice Assistance Grant Program.

SECTION 4. That the City of Murfreesboro hereby authorizes entry into an Interlocal Agreement between the City of Murfreesboro and the County of Rutherford, Tennessee for the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award in substantially the form attached.

SECTION 5. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: May 15, 2014

Shane McFarland
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa Wright
Melissa Wright
City Recorder

Susan Emery McGannon
Susan Emery McGannon
City Attorney

THE STATE OF TENNESSEE
COUNTY OF RUTHERFORD

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MURFREESBORO, TENNESSEE
AND COUNTY OF RUTHERFORD, TENNESSEE**

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2014, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

WHEREAS, to receive the award the program requires that this application be filed jointly between COUNTY and CITY, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

WHEREAS, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$33,545.00 and Rutherford County receiving \$33,545.00; 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 and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$33,545.00 of JAG funds.

COUNTY agrees CITY shall retain a total of \$33,545.00 of JAG funds.

Section 2.

COUNTY agrees to use \$33,545.00 for the 2014 Law Enforcement Equipment Purchase Program from October 1, 2013 until September 30, 2017.

CITY agrees to use \$33,545.00 for the 2014 Law Enforcement Equipment Purchase Program from October 1, 2013 until September 30, 2017.

Section 3.

CITY and COUNTY acknowledge that each has reviewed the Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug Free Workplace Requirements attached as Exhibits A and B hereto and shall separately comply with those requirements. Although COUNTY will be a grant sub-recipient of CITY, CITY shall have no right to monitor or enforce COUNTY's compliance with the Assurances or Certifications. Should the Department of Justice hold CITY financially liable for any violation of said Assurances or Certifications by COUNTY, COUNTY shall indemnify CITY to the extent of such liability.

Section 4.

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 5.

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 MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

City Mayor

County Mayor

County Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Attorney

ATTEST:

City Recorder