

COUNCIL ACTION FORM

SUBJECT: 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

BACKGROUND:

On July 26, 2019, the Ames Police Department received notice that it is eligible for grant funds through the 2019 Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Applications are due August 23, 2019.

Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice.

Because the Story County Sheriff provides jail services for the county, the grant conditions require that the Sheriff participate in the grant application for funding under this JAG program. The Police Department proposes that the City enter into a Memorandum of Understanding with the Story County for acquisition and use of the funds.

Total funding potentially available to the Ames Police Department and the Story County Sheriff's Office through this grant offering is \$12,728.00. There is no match required with this grant. This year the two law enforcement agencies propose to use the funds in a project to provide training and purchase equipment to support the public safety network.

The public safety network provides dispatching, vehicle location, communications, report writing, jail management, and data management functions. The network includes the Ames Police Department, the Story County Sheriff's Office, Story County Conservation officers, and Iowa State University Police. Other emergency response agencies, including Ames Fire and Mary Greeley Medical Center, utilize the mobile dispatch and vehicle location functions of the public safety network. The law enforcement agencies from Story City, Huxley, and Nevada are working to join the network.

The public safety network utilizes a suite of software product from CentralSquare. Staff from the participating agencies received significant training at the time of implementation in 2012. Communications Center personnel from Ames, ISU, and Story County recently received additional training on dispatching, communications, and related functions. That training was supported through a state grant. Similar training for System Administrators, Records and Jail staff is also necessary. Funds from this grant would be used to bring CentralSquare staff to Ames to provide on-site training on system and data management issues.

As part of the evolving hardware design of the public safety network, a portion of the grant funds will be used to purchase a new secure backup storage device. The new equipment will enhance the backup and storage process by moving it to a separate device.

The grant requires that the Mayor sign a certifications and assurances document indicating that the City will abide by the grant terms and conditions.

ALTERNATIVES:

1. Approve the Memorandum of Understanding with Story County to apply for grant funding under the 2019 Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and authorize application for that grant.
2. Do not approve the agreement with the Story County or the Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant application.

MANAGER'S RECOMMENDED ACTION:

JAG funds have been used productively in the past few years to purchase equipment and provide training. The program has proven to be a valuable source of funds for special purchases and programs.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an agreement with Story County to develop and apply for a grant funding under the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and authorizing application for that grant.

THE STATE OF IOWA

KNOW ALL BY THESE PRESENT

COUNTY OF STORY

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF AMES, IOWA, AND STORY COUNTY, IOWA**

JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2019, by and between Story County, Iowa, acting by and through the Chairman of the County Board of Supervisors as an authorized agent for the county, hereinafter referred to as COUNTY, and the City of Ames, acting by and through the Mayor as an authorized agent for the city, hereinafter referred to as AMES, both of Story County, State of Iowa, witnesseth:

WHEREAS, under the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 2019 Edward Byrne Memorial Justice Assistance Grant Formula Program, Local Solicitation, hereinafter referred to as GRANT, funds have become available to the parties for use in improving law enforcement programs; and

WHEREAS, the GRANT requires that the COUNTY and AMES agree on the process for filing an application for the acquisition, administration and expenditure of those funds; 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 funds and costs is equitable;

NOW THEREFORE, AMES and COUNTY agree as follows:

Section 1.

The parties are eligible for funding through the GRANT of up to \$12,728.00. The parties agree that AMES will file a single application on behalf of both parties that provides for distribution of funds as follows:

To AMES - \$12,728.00 to support equipment purchases and training for the public safety network. The parties agree that the primary source of funding for the projects identified in the grant will be the grant proceeds. Any additional funding required and not covered by the grant will be agreed to, in advance of the expenditure, by both parties.

Section 2.

AMES shall be designated as the fiscal agent for the purposes of this GRANT and shall be responsible for all administrative support to meet the requirements of the GRANT. COUNTY shall not be responsible for any costs associated with the administration of the GRANT.

Section 3.

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 4.

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

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; nor do they intend to create a separate legal entity for the purposes of this GRANT, specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

Story County

By: Linda Murken, Chairman
Story County Board of Supervisors

Signature

City of Ames

By: John A. Haila, Mayor
City of Ames

Signature

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government