
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2017-038**

**A RESOLUTION AUTHORIZING EXECUTION OF
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
CITY OF BLUE ISLAND, CITY OF CHICAGO, COOK COUNTY,
CITY OF CALUMET CITY, CITY OF CHICAGO HEIGHTS, TOWN
OF CICERO, VILLAGE OF DOLTON, CITY OF EVANSTON, CITY
OF HARVEY, VILLAGE OF MAYWOOD, VILLAGE OF
RIVERDALE AND THE VILLAGE OF SKOKIE FOR 2017 JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM AWARD.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
LETICIA VIEYRA
NANCY RITA
TOM HAWLEY
BILL FAHRENWALD
CANDACE CARR
KENNETH PITTMAN**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
JAN OSTLING
JAIRO FRAUSTO
NANCY THOMPSON**

Aldermen

RESOLUTION NO. 2017-038

A RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF BLUE ISLAND, CITY OF CHICAGO, COOK COUNTY, CITY OF CALUMET CITY, CITY OF CHICAGO HEIGHTS, TOWN OF CICERO, VILLAGE OF DOLTON, CITY OF EVANSTON, CITY OF HARVEY, VILLAGE OF MAYWOOD, VILLAGE OF RIVERDALE AND THE VILLAGE OF SKOKIE FOR 2017 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the Office of Justice Programs (“OJP”) was created to provide federal leadership in developing the nation’s capacity to prevent and control crime, administer justice and assist crime victims. OJP forms partnerships with other federal, state, and local agencies, as well as national and community-based organizations;

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own needs and conditions;

WHEREAS, a unit of local government receiving a JAG award will be responsible for the administration of funds and must establish a trust fund in which to deposit JAG funds; and

WHEREAS, it is the City’s desire to enter into this MOU to provide for the responsibilities and obligation of the parties hereto;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 12th day of September, 2017, pursuant to a roll call as follows:

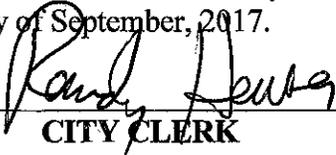
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman POULOS	X				
Alderman VIEYRA			X		
Alderman BILOTTO	X				
Alderman RITA	X				
Alderman DONAHUE	X				
Alderman HAWLEY		X			
Alderman SLATTERY	X				
Alderman FAHRENWALD	X				
Alderman OSTLING	X				
Alderman CARR	X				
Alderman FRAUSTO	X				
Alderman PITTMAN	X				
Alderman THOMPSON	X				
Mayor DOMINGO F. VARGAS					
TOTAL	12	1	1		

APPROVED: this 12th day of September, 2017.



DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
 12th day of September, 2017.



CITY CLERK

THE STATE OF ILLINOIS
COUNTY OF COOK

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING

FY 2017 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

BY AND AMONG CITY OF CHICAGO, COOK COUNTY, CITY OF BLUE ISLAND, CITY OF CALUMET CITY, CITY OF CHICAGO HEIGHTS, TOWN OF CICERO, VILLAGE OF DOLTON, CITY OF EVANSTON, CITY OF HARVEY, VILLAGE OF MAYWOOD, VILLAGE OF RIVERDALE AND THE VILLAGE OF SKOKIE.

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of August 2017, by and among the City of Chicago ("Chicago"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Police ("CPD"), Cook County, City of Blue Island, City of Calumet City, City of Chicago Heights, Town of Cicero, Village of Dolton, City of Evanston, City of Harvey, Village of Maywood, Village of Riverdale and the Village of Skokie, (collectively, each county, city, village and town is hereinafter referred to as the "Governing Body").

RECITALS

WHEREAS, the Office of Justice Programs ("OJP") of the United States Department of Justice was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice and assist crime victims. OJP carries out this mission by forming partnerships with other federal, state, and local agencies, as well as national and community-based organizations. OJP is dedicated to comprehensive approaches that empower communities to address crime, break the cycle of substance abuse and crime, combat family violence, address youth crime, hold offenders accountable, protect and support crime victims, enhance law enforcement initiatives and support advancement in adjudication; and

WHEREAS, the Bureau of Justice Assistance ("BJA") of OJP supports law enforcement programs, court and corrections programs, drug treatment, victim assistance services, and the upgrading of technology in regards to prevention initiatives that strengthen the nation's criminal justice system. BJA provides leadership, service and funding to America's communities by emphasizing local control; building relationships in the field; developing collaborations and partnerships; promoting capacity building through planning; streamlining the administration of grants; increasing training and technical assistance; creating accountability of projects; encouraging innovation; and ultimately communicating the value of justice efforts to decision makers at every level; and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions; and

WHEREAS, JAG blends the previous Byrne formula and Local Law Enforcement Block Grant ("LLEBG") Programs to provide agencies with the flexibility to prioritize and place funds where they are needed most; and

WHEREAS, JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and criminal justice information systems for anyone or more of the following purposes areas: law enforcement programs, prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment programs; planning, evaluation and technology improvement programs; and

WHEREAS, a unit of local government receiving a JAG award will be responsible for the administration of the funds including distributing the funds; monitoring the award; submitting reports including performance measures, program assessments and providing ongoing assistance to any subrecipients of the funds; and

WHEREAS, the unit of local government must establish a trust fund in which to deposit JAG funds, and

WHEREAS, Chicago and each Governing Body desire to enter into this MOU to provide for the responsibilities and obligation of the parties hereto; and

WHEREAS, this MOU is made under the authority of Section 8 of Chicago's Annual Appropriation Ordinance for 2017 approved and accepted by Chicago's City Council on November 16, 2016; and

WHEREAS, each Governing Body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance of those payments from current revenues legally available to that party; and

WHEREAS, each Governing Body finds the performance of this MOU is in the best interests of all parties hereto, 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 MOU; and

WHEREAS, Chicago agrees to provide JAG funds in the agreed upon allocation to each Governing Body for locally determined public safety purposes consistent with JAG Program guidelines; and

WHEREAS, Chicago and each Governing Body believe it to be in their best interest to reallocate the JAG funds; and

WHEREAS, the parties wish to express their intention to cooperate in matters relating to the JAG award in order to enhance the efficiency and success of the JAG Program;

TERMS AND CONDITIONS

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows: Chicago and each Governing Body agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS

The recital set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: PROGRAM ALLOCATIONS

SECTION 1. Chicago agrees to provide to Cook County \$476,582.00, City of Blue Island \$9,740.00, City of Calumet City \$16,918.00, City of Chicago Heights \$16,310.00, Town of Cicero \$22,068.00, Village of Dolton \$9,943.00, City of Evanston \$11,846.00, City of Harvey \$26,253.00, Village of Maywood \$16,614.00, Village of Riverdale \$12,682.00 and the Village of Skokie \$12,277.00, from the JAG award for locally determined public safety purposes consistent with JAG Program guidelines; and

SECTION 2. Chicago's allocation of JAG funds will be \$1,570,401.00 which shall be used for locally determined public safety purposes consistent with JAG Program guidelines.

SECTION 3. Nothing in the performance of this MOU shall impose any liability of claims against Chicago other than claims for which liability may be imposed under the common law.

SECTION 4. Nothing in the performance of this MOU shall impose any liability for claims against each Governing Body other than claims for which liability may be imposed by the common law.

SECTION 5. Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

SECTION 6. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

SECTION 7. By entering into this MOU, the parties hereto do not intend to create any obligations express or implied other than those set out herein, further, this MOU shall not create any rights in any party not a signatory hereto.

SECTION 8. Chicago and each Governing Body will provide services and activities in accordance with the JAG guidelines described in Exhibit A-Scope of the Program.

SECTION 9. Chicago, as the lead agency, will receive the full JAG award amount on behalf of all the parties and distribute JAG funds to all subgrantees according to the allocations listed in Section 1 hereof. Each Governing Body will provide Chicago with the documentation reporting the expenditures of the JAG funds.

ARTICLE THREE: TERM

The term of this MOU shall commence on the date of its execution and shall expire when BJA provides a final close-out notice for the grant or on September 30, 2020, whichever may occur later.

ARTICLE FOUR: TRUST FUND

Each Governing Body will establish an individual Trust Fund for JAG funds pursuant to the JAG guidelines. Chicago will deposit its JAG funds, including \$136,918.00 specifically to be used for administrative purposes, into an interest bearing account.

ARTICLE FIVE: CONSENT

All parties to this MOU agree and consent to Chicago being the lead agency for this Program.

ARTICLE SIX: REPORTS

Each Governing Body shall submit to CPD the quarterly and annual performance and quarterly fiscal reports for the periods of January through March, April through June, July through September and October through December. Each quarterly report shall be due 15 days after each quarter ends and the annual performance report shall be due by October 15 of each year.

ARTICLE SEVEN: NOTICE

Notice to the City of Chicago shall be addressed to: City of Chicago Police
Grants Unit 720
3510 S. Michigan Avenue
Chicago, IL 60653
Tel: (312) 745-5752
Fax: (312) 745-6925

Notice to the Governing Bodies shall be addressed to:

COOK COUNTY

Mark Edingburg, Executive Director

CITY OF BLUE ISLAND

Michael Cornell, Deputy Chief of Police

CITY OF CALUMET CITY	William H. Siems, Commander
CITY OF CHICAGO HEIGHTS	Andrew Robustelli, Commander
TOWN OF CICERO	Raul Perez, Commander
VILLAGE OF DOLTON	Robert Collins, Chief of Police
CITY OF EVANSTON	Richard Eddington, Chief of Police
CITY OF HARVEY	Denard Eaves, Chief of Police
VILLAGE OF MAYWOOD	Valdimir Talley, Jr., Chief of Police
VILLAGE OF RIVERDALE	David DeMik, Chief of Police
VILLAGE OF SKOKIE	Anthony Scarpelli, Chief of Police

ARTICLE EIGHT: MODIFICATION

This MOU may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE NINE: COMPLIANCE WITH LAWS

The parties hereto shall comply with all with all federal, state and municipal laws, ordinances, rule and regulations relating to the MOU.

ARTICLE TEN: GOVERNING LAW AND SEVERABILITY

This MOU shall be governed by the laws of the State of Illinois. If any provision of this MOU shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule or law or public policy, or for any reason, such circumstances shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this MOU shall not affect the remaining portions of this MOU or any part hereof.

ARTICLE ELEVEN: COUNTERPARTS

This MOU may be executed in twelve counterparts, each of which shall be deemed an original.

ARTICLE TWELVE: ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties and shall supersede any and all prior agreements regarding the subject matter.

ARTICLE THIRTEEN: AUTHORITY

Execution of this MOU by Chicago is authorized by Section 8 of the Annual Appropriation Ordinance for Year 2017. Execution of this MOU by Superintendent Eddie T. Johnson is in accordance with Chicago's Executive Order 91-1.

ARTICLE FOURTEEN: HEADINGS

The headings and titles of this MOU are for convenience only and shall not influence the construction or interpretation of this MOU.

ARTICLE FIFTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this MOU, nor any act of the parties shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent limited or general partnership, joint venture, or any association or relationship involving Chicago, Cook County, City of Blue Island, City of Calumet City, City of Chicago Heights, Town of Cicero, Village of Dolton, City of Evanston, City of Harvey, Village of Maywood, Village of Riverdale and the Village of Skokie.

ARTICLE SIXTEEN: NO PERSONAL LIABILITY

No member, official, employee or agent of Chicago, Cook County, City of Blue Island, City of Calumet City, City of Chicago Heights, Town of Cicero, Village of Dolton, City of Evanston, City of Harvey, Village of Maywood, Village of Riverdale and the Village of Skokie shall be individually or personally liable in connection with this MOU.

ARTICLE SEVENTEEN: REPRESENTATIVES

Immediately upon execution of this MOU, the following individuals will represent the parties as a primary contact in all matters under this MOU.

For Chicago

Delia Rollins
City of Chicago Police
Grants Unit 720
3510 S. Michigan Avenue
Chicago, IL 60653
Tel: (312) 745-5752
Fax: (312) 745-6925
delia.rollins@chicagopolice.org

Cook County	Mark Edingburg, Executive Director Department of Homeland Security and Emergency Management 69 W. Washington, Suite 2600 Chicago, IL 60602 Tel: (312) 603-8181 Fax: (312) 603-9883 mark.edingburg@cookcountyil.gov
City of Blue Island	Michael Cornell, Deputy Chief 13031 S. Greenwood Avenue Blue Island, IL 60406 Tel: (708) 396-7008 Fax: (708) 597-8223 mccornell@bipolice.org
City of Calumet City	William H. Siems, Commander City of Calumet City 1200 Pulaski Road Calumet City, IL 60409 Tel: (708) 868-2500, ext. 309 Fax: (708) 868-2134 w.siems@calumetcity.org
City of Chicago Heights	Andrew Robustelli, Commander City of Chicago Heights 1601 S. Halsted Street Chicago Heights, IL 60411 Tel: (708) 756-6400, ext. 6724 Fax: (708) 756-6417 arobustelli@chicagoheights.net
Town of Cicero	Raul Perez, Commander Town of Cicero 4901 W. Cermak Road Cicero, IL 60804 Tel: (708) 652-2130 ext. 335 Fax: (708) 656-4805 rperez@thetownofcicero.com
Village of Dolton	Robert Collins, Chief of Police Village of Dolton 14030 Park Avenue Dolton, IL 60419 Tel: (708) 201-3204 Fax: (708) 201-3308

rcollins@vodolton.org

City of Evanston

Richard Eddington, Chief of Police
City of Evanston
1454 Elmwood Ave.
Evanston, IL 60201
Tel: (847) 866-5012
Fax: (847) 866-9686
reddington@cityofevanston.org

City of Harvey

Denard Eaves, Chief of Police
City of Harvey
15301 S. Dixie Highway
Harvey, IL 60426
Tel: (708) 210-5203
Fax: (708) 210-5269
deaves@harveypolice.org

Village of Maywood

Larry Connor, Detective
Village of Maywood
125 S. 5th Ave
Maywood, Ill 60153
Tel: (708) 450-4440
Fax: (708) 338-02161
lconnor@maywoodpolice-il.org

Village of Riverdale

David DeMik, Chief of Police
Village of Riverdale
157 W. 144th Street
Riverdale, IL 60827
Tel: (708) 841-2203
Fax: (708) 841-5359
ddemik@villageofriverdale.net

Village of Skokie

Anthony Scarpelli, Chief of Police
Village of Skokie
7300 Niles Center Road
Skokie, IL 60077
Tel: (847) 982-5900
Fax: (847) 982-5978
anthony.scarpelli@skokie.org

IN WITNESS WHEREOF, each of the parties has caused this Memorandum of Understanding to be executed and delivered as of the date first above written.

CITY OF CHICAGO DEPARTMENT OF POLICE

By: _____
Name: Eddie T. Johnson
Title: Superintendent of Police

COUNTY OF COOK

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF BLUE ISLAND

ATTEST

By: Domingo F. Vargas
Name: DOMINGO F VARGAS
Title: MAYOR

By: Randy Heuser
Name: RANDY HEUSER
Title: CITY CLERK

CITY OF CALUMET CITY

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF CHICAGO HEIGHTS

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TOWN OF CICERO

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

VILLAGE OF DOLTON

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF EVANSTON

ATTEST

By: _____
Name: _____
Title: _____

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CITY OF HARVEY

ATTEST

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VILLAGE OF MAYWOOD

ATTEST

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By: _____
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Title: _____

VILLAGE OF RIVERDALE

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

VILLAGE OF SKOKIE

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT –A