

**June 5, 2014**

**To: Mayor Matt Bemrich and City Council**  
**From: Kevin Doty, Asst. Chief of Police**  
**Subject: 2014 Byrne Justice Assistance Grant (JAG)**  
**Memorandum of Understanding (MOU)**



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**ACTION: For Vote on Monday, June 9, 2014**

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**Brief History**

The City of Fort Dodge and Webster County have partnered to apply for federal Byrne Justice Assistance Grant (JAG) for a number of years. We have a long history of working collaboratively- including applying for and implementing the monies from JAG grants. Over the past 3-4 years the City of Fort Dodge has taken on the responsibilities of fiscal agent for both agencies to manage the procurement and disbursement of funds.

**Analysis of Issue**

In a continued effort to provide the best possible public safety service in Fort Dodge and Webster County and to fulfill a requirement of the 2014 JAG Grant, we are presenting the attached memorandum of understanding (MOU). It is a defining document that will be used to guide each of us through the grant's life cycle.

This grant allows the Webster County Sheriff's Office and the Fort Dodge Police Department to apply for \$16,576.00 to be used for the acquisition of equipment and training that will be used by the joint SERT Team and Drug Task Force, cameras for the jail floor and vehicle equipment for the Sheriff's Office and the purchase of 2 Tasers, a computer and other equipment for the Fort Dodge Police Department.

The purpose of this resolution is to authorize City Manager David Fierke and City Finance Director Jeff Nemmers to sign the attached MOU for the City of Fort Dodge and act as the fiscal agent for this grant.

**Budget Impact**

The only out-of-pocket cost to the City of Fort Dodge is the cost of staff time to coordinate and carry out the grant to include application, purchasing, disbursement and auditing. These grant dollars will allow our agencies to more efficiently and effectively conduct tactical operations; provide training opportunities that would not occur due to budget constraints.

**Strategic Plan Impact**

This request speaks directly to the 2030 Envision Strategic Plan; the safety of the community was a priority of the City Council and citizens of Fort Dodge and continues to be a high priority.

**Comprehensive Plan Impact**

The tactical equipment and training will enhance our officers/deputies safety, effectiveness and efficiency as we carry out our duties.

**Staff Conclusions / Recommendations**

It is our recommendation that the Council approve the request as proposed.

**Alternatives**

The only alternative would be to pass up the opportunity to apply for, coordinate and facilitate the 2014 JAG Grant. There are no viable alternatives to acquiring the funds through budget or other sources.

**Implementation and Accountability**

Upon approval, staff would coordinate with the Webster County Sheriff's Office and the Webster County Emergency Manager to complete the application process and effectively manage the 2014 JAG Grant.

Signed

Approved

\_\_\_\_\_  
Kevin Doty  
Asst. Chief of Police

\_\_\_\_\_  
David R. Fierke  
City Manager

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH WEBSTER COUNTY**

**WHEREAS**, the City of Fort Dodge and Webster County are in the process of applying for a Department of Justice Byrne Justice Assistance Grant Program Award; and,

**WHEREAS**, the City of Fort Dodge, as part of our collaborative efforts, is required to enter into memorandum of understanding with Webster County to complete the application process; and,

**WHEREAS**, authorizing the City Manager and City Clerk to execute this memorandum of understanding in in the best interest of advancing and enhancing public safety in the city of Fort Dodge.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT DODGE, IOWA:**

1. That the City Manager and City Clerk are authorized to execute the Memorandum of Understanding between the City of Fort Dodge and Webster County.
2. That the Police Chief is authorized to coordinate with the Webster County Sheriff's Department and Webster County Emergency Manager to submit application and accept the 2014 Byrne Justice Assistance Grant.

**PASSED AND APPROVED** this 9<sup>th</sup> day of June, 2014 by the City Council of the City of Fort Dodge, Iowa.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Other: \_\_\_\_\_

City of Fort Dodge, Iowa

By: \_\_\_\_\_  
Matt Bemrich, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Nemmers, City Clerk

THE STATE OF IOWA  
COUNTY OF WEBSTER

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF FORT DODGE, IOWA AND COUNTY OF WEBSTER, IOWA  
2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This agreement is made and entered into this **10th day of June 2014**, by and between The **COUNTY of WEBSTER**, acting by and through its governing body, the **Board of Supervisors**, hereinafter referred to as the **COUNTY**, and the **CITY of FORT DODGE**, acting by and through its governing body, the **City Council**, hereinafter referred to as the **CITY**, both of **WEBSTER County, State of IOWA**, witnesseth:

**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 the **COUNTY** agree utilize the grant funds for individual and joint cooperative projects: and

**WHEREAS**, the **CITY** and **COUNTY** believe it to be in their best interests to allocate the JAG funds: to the Webster County Sheriff to purchase surveillance cameras for the Webster County Jail at a cost of \$4,000.00, and squad car light bars for \$1,886.80; to the Fort Dodge Police Department to purchase smoke and gas grenades at a cost of \$508.00, a Bang Box for \$629.27, a computer for \$1,000.00 and two Tasers for \$3,749.53. The Fort Dodge Police Department will use the remaining grant funds for the Fort Dodge Police/Webster County Sheriff's Joint Drug Task Force to purchase: Metal Detector for \$415.00, Flash Bang Grenades for \$486.00, 40MM OC for \$284.40, Dual Storage Box for \$2,335.00, ATF Locks for \$83.00, a Bang Box for \$614.00 and Training and Conference expenses for \$585.00.

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

**Section 1.**

**CITY and COUNTY** agree to use the grant funds for joint law enforcement projects of benefit to the Fort Dodge Police Department and the Webster County Sheriff's Office.

**Section 2.**

The **CITY** shall serve as the grant Fiscal Agent.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against **COUNTY** other than claims for which liability may be imposed by Iowa Tort Claims Law.

**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 Iowa Tort Claims Law.

**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 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 Fort Dodge, Iowa**

**COUNTY OF Webster, Iowa**

\_\_\_\_\_  
**City Manager of Fort Dodge**

\_\_\_\_\_  
**Chairman, Board of Supervisors**

**ATTEST:**

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**Fort Dodge City Clerk**

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**Webster County Auditor**