

THE STATE OF ILLINOIS

COUNTY OF LAKE

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WAUEKGAN, THE CITY OF ZION, AND COUNTY OF LAKE**

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2021, by and between The COUNTY of Lake, acting by and through its governing body, the County Board, hereinafter referred to as COUNTY, and the CITY of Waukegan, acting by and through its governing body, the City Council, hereinafter referred to as CITY, and the CITY of Zion, acting by and through its governing body, the City Council, hereinafter referred to as ZION, all of Lake County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the Edward Byrne Memorial Justice Assistant Grant Program (the "Program") is a United States Department of Justice program that provides grant monies to local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the CITY, ZION, and the COUNTY are eligible for a joint award of \$39,442 in FY2021 grant monies under the Program; and

WHEREAS, the potential allocation of the eligible funds under the funding disparity provisions of the Program is \$5,000 to the COUNTY, \$24,697 to the CITY, and \$9,745 to ZION. The CITY, COUNTY, and ZION agree that is in their best interests to allocate the Program funds in this manner; 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 the CITY, COUNTY, and ZION, that the allocation and 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, in order to receive any Program funds, the CITY, COUNTY and ZION must submit an executed memorandum of understanding in connection with the joint application for Program funds, indicating which party will serve as the Fiscal Agent for all Program funds received and agreeing to an appropriate allocation of Program funds.

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 serve as the Fiscal Agent with respect to the Program, to submit a joint application on behalf of the CITY, COUNTY and ZION for the Program funds, and to administer all funds received through the Program in accordance with all applicable Program rules and requirements.

Section 2.

CITY agrees to pay COUNTY a total of \$5,000 of JAG funds. CITY agrees to pay ZION a total of \$9,745 of JAG funds.

Section 3.

Each party to this Agreement will be responsible for its own decisions and actions with respect to its share of the Program funds and no party receiving Program funds under this Agreement shall be liable for any civil liability or penalty that may arise from the use of such funds or the furnishing of services by the other party.

Section 4.

The CITY, COUNTY, and ZION agree to use the Program funds received only for proper Program purposes until December 31st, 2022.

Section 5.

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

Section 6.

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 ZION

COUNTY OF LAKE

Mayor

County Board Chairman

ATTEST:

APPROVED AS TO FORM:

City Secretary

Assistant District Attorney

CITY OF WAUKEGAN

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).