



# City of Muscatine



## AGENDA ITEM SUMMARY

City Council

DATE  
August 5, 2021

### STAFF

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Brett Talkington, Police Chief

### SUBJECT

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Edwin Byrne Justice Assistance Grant (JAG)

### EXECUTIVE SUMMARY

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The Department of Justice just recently notified staff that the City of Muscatine and the County of Muscatine have been awarded \$14,308.00 for the Edwin Byrne Justice Assistance Grant. The Police Department is required, as part of the application process, to submit for review, details of the application for the direct award part of this grant. It must be reviewed and completed at least 30 days prior to submission of the grant application.

### STAFF RECOMMENDATION

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Staff recommends you review and approve the application for funding.

### BACKGROUND/DISCUSSION

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The Muscatine Police Department has applied and been awarded the JAG grant for numerous years. The Department of Justice just recently notified us that the City of Muscatine and the County of Muscatine have been allocated \$14,308.00. The State of Iowa requires 20% (\$2,861.60) be allocated to the Muscatine County Drug Task Force.

This gives \$5723.20 to each agency. This can be used for technology and equipment (software, computers, Tasers, Rifles, etc.) similar to what has been allowed under previous JAG Local Solicitation awards.

### CITY FINANCIAL IMPACT

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There is no local match requirement for this grant.

### ATTACHMENTS

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See attachment

**MEMORANDUM OF UNDERSTANDING**  
**FFY 2022 Justice Assistance Grant Direct Award**  
**Opportunity Number O-BJA-2021-35004**

1. This memorandum of understanding is entered into between the County of Muscatine, Iowa and the City of Muscatine, Iowa.
2. The purpose of this memorandum of understanding is to describe the planned allocation of the FFY 2022 Justice Assistance Grant Direct Award (JAG Direct or Local Solicitation) received by the parties to this agreement.
3. The parties anticipate that the JAG Direct award for FFY 2022 will be \$14,308.00
4. The State of Iowa mandates that we commit 20 percent (\$2861.60) of this award to the Muscatine County Drug Task Force.
5. The parties agree that the remaining funds received from the JAG Direct program shall be equally divided between the County of Muscatine, Iowa and the City of Muscatine, Iowa. The City of Muscatine will receive \$5723.20 and Muscatine County will receive \$5723.20. The City of Muscatine, Iowa, as the designated applicant and fiscal agent for the JAG Direct program, shall disburse said funds according to the terms of this memorandum of understanding and all requirements of applicable grant programs and grant administering authorities.
6. These funds shall be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice as required by the JAG direct Grant Program. This memorandum of understanding shall not be construed to impose any additional liability upon a party nor shall it confer rights upon any third person.
7. The undersigned execute this agreement pursuant to duly enacted authorizing resolutions of each party.

IT IS SO AGREED:

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Chair of the Board of Supervisors  
Muscatine County, Iowa

Date

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Mayor  
City of Muscatine, Iowa

Date

**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.

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Signature of Chief Executive of the Applicant Unit of Local Government

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Date of Certification

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Printed Name of Chief Executive

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Title of Chief Executive

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Name of Applicant Unit of Local Government