

**CITY OF BETHLEHEM, PENNSYLVANIA  
DEPARTMENT OF POLICE**

	<b>INTER-DEPARTMENTAL MEMORANDUM</b>	
	<b>TO:</b>	<b>Cynthia Biedenkopf - City Clerk</b>
	<b>FROM:</b>	<b>Lt. Donald Hoffman</b>
	<b>DATE:</b>	11 May 2012
	<b>RE:</b>	<b>2012 Edward Byrne Memorial Justice Assistance Grant</b>

Dear Ms. Biedenkopf,

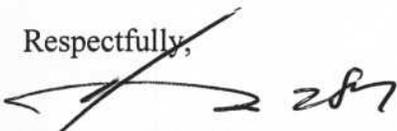
The Police Department is in the process of making application for the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG). The 2012 JAG allocation to the City of Bethlehem and City of Easton total \$35,403. The City of Bethlehem will be applying for the grant and acting as the administrating entity and fiscal agent, and is eligible to receive up to \$21,841.00 of the total award, with the City of Easton eligible for up to \$13,562. If the total amount is awarded via the grant, the City of Easton will pay an administrative fee of \$1,356 to the City of Bethlehem.

Application for the 2012 JAG requires that Public Notice and opportunity for public comment be given, and also requires a resolution by City Council authorizing the Mayor to execute the grant award documents and enter into Intermunicipal Agreements regarding the grant funding with the County of Northampton and the City of Easton. I have provided the following DRAFT documents which I am requesting be used to announce the application for the grant, invite public comment, and authorize the Mayor to enter into the Intermunicipal agreements and execute the grant documents:

- Notice of Public Hearing
- Resolution for City Council
- Intermunicipal Agreement between the City of Bethlehem and the County of Northampton
- Intermunicipal Agreement between the City of Bethlehem and the City of Easton

I am requesting that Public Notice and Hearing on the resolution be placed on City Council's agenda at the next opportunity.

Respectfully,

  
Lt. Donald Hoffman

Cc: Police Commissioner Jason Schiffer  
Deputy Police Commissioner Craig Finnerty  
file

RESOLUTION NO. 2012-\_\_\_\_\_

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor is hereby authorized to execute the grant award documents for funds to be received under the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of up to of \$35,403, of which up to \$21,841 will be allocated to the City of Bethlehem Police Department. The remaining amount of up to \$13,562 will be allocated to the City of Easton Police Department. The City of Bethlehem will serve as fiscal agent for the grant, and will receive an administrative fee from the City of Easton in the amount of up to \$1356.00 calculated as 10% of the amount allocated to the City of Easton Police Department. The grant will be used by the Police Department to continue improvements in computer hardware and software.

Sponsored by /s/ \_\_\_\_\_

/s/ \_\_\_\_\_

ADOPTED by Council this \_\_\_\_\_, 2012

/s/ \_\_\_\_\_  
President of Council

ATTEST:

Cynthia H. Beidenkopf  
City Clerk

CITY OF BETHLEHEM  
NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Bethlehem City Council will conduct a public Hearing on Day and Date at Time in Town Hall, 10 East Church Street, Bethlehem, Pennsylvania. The purpose of the Public Hearing is to review and accept public comment on the proposed use of funds to be received under the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG), up to the amount of \$35,403, of which up to \$21,841 will be allocated to the City of Bethlehem Police Department. The remaining amount of up to \$13,562 will be allocated to the City of Easton Police Department. The City of Bethlehem will serve as fiscal agent for the grant, and will receive an administrative fee from the City of Easton in the amount of up to \$1356.00 calculated as 10% of the amount allocated to the City of Easton Police Department.

Interested persons are invited to attend the City Council meeting for public comment.

Jason D. Schiffer  
Commissioner of Police

INTERMUNICIPAL AGREEMENT  
Between  
CITY OF BETHLEHEM, Pennsylvania  
And  
COUNTY OF NORTHAMPTON, Pennsylvania

2012 Edward Byrne Memorial Justice Assistance Grant (JAG)

This agreement is made and entered into this \_\_\_\_ day of June, 2012, by and between the CITY OF BETHLEHEM, A MUNICIPAL CORPORATION AND City of the Third Class in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as "Bethlehem"), and the CITY OF EASTON, a municipal corporation and City of the Third Class in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as "Easton"), and the COUNTY OF NORTHAMPTON, a municipal corporation and County of the Third Class located in the County of Northampton (hereinafter referred to as "Northampton County").

WHEREAS, on behalf of Bethlehem and Easton and Northampton County, the Bethlehem Police Department is applying for the 2012 Edward Byrne memorial Justice Assistance Grant (JAG); and

WHEREAS, this Agreement will set forth the rights and responsibilities of Bethlehem and Easton and Northampton County with respect to the above-noted grant.

NOW, THEREFORE, Bethlehem and Easton and Northampton County deem it to be in the best interest of the public to enter into this Agreement so there will be proper coordination and administration of the application and grant, and in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby agree as follows:

1. The parties agree that the Bethlehem Police Department will serve as fiscal agent and administer the grant application and grant.
2. The total amount of grant funds being sought is \$35,403.00. Bethlehem's share of the funds shall be \$21,841.00. Easton's share of the funds shall be \$13,562.
3. Northampton County has agreed to waive its right to apply for the JAG funding that the Department of Justice has allocated to Bethlehem, and declines the opportunity to receive any of the JAG funds.
4. If the total amount of grant funds received is less than \$35,403.00, the funds received shall be apportioned. The parties' apportioned shares relative to the total amount received shall be calculated as follows. Bethlehem 61.3% and Easton 38.7%.
5. Upon receipt of the total grant funds, Bethlehem agrees to pay Easton its share of the grant funds.
6. Easton agrees to pay Bethlehem an administration fee of 10% of its award to apply for and manage the grant. If all parties receive the full amount of the grant, the

administrative fee will be \$1356.00. If the total amount of grant funds received is less than \$35,403.00, the administrative fee will be 10% of the award received by Easton.

7. Nothing in the performance of this Agreement shall impose any liability for claims against Bethlehem other than claims for which liability may be imposed under the Political Subdivision Tort Claims Act.
8. Nothing in the performance of this Agreement shall impose any liability for claims against Easton other than claims for which liability may be imposed under the Political Subdivision Tort Claims Act.
9. Nothing in the performance of this agreement shall impose any liability for claims against Northampton County other than claims for which liability may be imposed under the Political Subdivision Tort Claims Act.
10. Each party to this agreement shall be responsible to use its portion of the grant funds in accordance with the terms and conditions set forth in the solicitation, application and grant documents.
11. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be civilly liable for any claims that may arise from the furnishings of services by another party to this Agreement.
12. All parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
13. By entering into this Agreement, all parties do not intend to create any obligations, express or implied, other than those set out herein.
14. This Agreement may be executed in several counterparts and all execution shall constitute one agreement, binding on all parties, even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals on the date first above written.

ATTEST:

CITY OF BETHLEHEM

\_\_\_\_\_  
Robert Pfenning  
Controller

\_\_\_\_\_  
John B. Callahan  
Mayor

ATTEST:

COUNTY OF NORTHAMPTON

\_\_\_\_\_  
John R. Conklin  
County Administrator

\_\_\_\_\_  
John Stoffa  
County Executive

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ATTEST:

CITY OF BETHLEHEM

\_\_\_\_\_  
Robert Pfenning  
Controller

\_\_\_\_\_  
John B. Callahan  
Mayor

ATTEST:

CITY OF EASTON

\_\_\_\_\_  
Christopher Heagele  
Finance Director

\_\_\_\_\_  
Salvatore A. Panto, Jr.  
Mayor