

## **MUNICIPAL ORDER 20-2018**

**A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF OWENSBORO, KENTUCKY, AND THE COUNTY OF DAVIESS, KENTUCKY, UNDER THE TERMS OF WHICH THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS IN THE AMOUNT OF \$18,820.00 WILL BE ALLOCATED TO THE CITY OF OWENSBORO POLICE DEPARTMENT, TO PURCHASE A REMOTE AREA LIGHTING SYSTEM FOR ACCIDENT RECONSTRUCTION UNIT, A TRAFFIC DATA COLLECTOR, TWO (2) JANAM XP20 MOBILE BARCODE COMPUTERS WITH CRADLES, AND THIRTY (30) CMI BREATHALYZERS; AND FURTHER STIPULATING THAT NO MATCH SHALL BE REQUIRED FROM THE CITY.**

**WHEREAS**, in 2005, the Chief of Police of the City of Owensboro and the Sheriff of Daviess County agreed that in the event annual grant funds became available under the Edward Byrne Memorial Justice Assistance (JAG) program, the City and County would alternate filing applications for possible funding to purchase equipment for their individual departments; and

**WHEREAS**, since the City of Owensboro is within the jurisdiction of Daviess County, the use of equipment purchased with funding from the JAG program will benefit and provide assistance to both the Owensboro Police Department and the Daviess County Sheriff's Department, as well as the Kentucky State Police; and

**WHEREAS**, since that time, the City applied for and received grant funds in 2005, 2007, 2010, 2012, and 2014, and the County applied for and received grant funds in 2006 and 2017, grant funds were not available and neither department could apply in 2008, and in 2009 the City and County prepared a joint venture application and grant

funds awarded were to be utilized for the consolidation of the City and County's 9-1-1 emergency operations. The 2012 grant funds were utilized by the City to fund the purchase of forty (40) new mobile data printers; and

**WHEREAS**, the 2018 grant funds will be used to assist with the purchase of a remote area lighting system for accident reconstruction unit, a traffic data collector, two (2) Janam XP20 mobile barcode computers with cradles, and thirty (30) CMI Breathalyzers, at an approximate cost of \$18,820.00. If awarded the JAG grant funds in the amount of \$18,820.00, no match will be required of the City; and

**WHEREAS**, this Municipal Order authorizes and directs the Mayor to execute the Interlocal Agreement allowing the City to apply for and utilize the 2018 JAG grant funds in the amount of \$18,820.00 to assist with the purchase of the equipment listed above.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor be, and he hereby is, authorized and directed to execute an Interlocal Agreement by and between the City of Owensboro, Kentucky, and the County of Daviess, Kentucky, under the terms of which the City and County agree that it is in their best interests for the City to receive the 2018 JAG grant funds in the amount of \$18,820.00, which funds will be utilized to purchase a remote area lighting system for accident reconstruction unit, a traffic data collector, two (2) Janam XP20 mobile barcode computers with cradles, and thirty (30) CMI Breathalyzers. A copy of the Interlocal Agreement, together with supporting documentation, is attached hereto and incorporated herein by reference.

**Section 2.** That the Mayor be, and he hereby is, authorized and directed to execute an application for the 2018 Edward Byrne Memorial Justice Assistance (JAG) program for the amount of \$18,820.00.

**Section 3.** That the Mayor be, and he hereby is authorized and directed to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement any grants awarded to the City.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING,** this the 7th day of August, 2018.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF OWENSBORO, KY AND DAVIESS COUNTY, KY  
2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the DAVIESS COUNTY, acting by and through its governing body, the Daviess County Fiscal Court, hereinafter referred to as COUNTY, and the CITY OF OWENSBORO, acting by and through its governing body, the Owensboro Board of Commissioners, hereinafter referred to as CITY, both of Daviess County, Kentucky, 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 the 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 COUNTY agree to allow the City of Owensboro to serve as the applicant/fiscal agent for funds of \$18,820.00 from the award for the Edward Byrne Memorial Justice Assistance Grant (JAG) program to implement the City's project to purchase a remote area lighting system for accident reconstruction unit, a traffic data collector, two (2) Janam XP20 mobile barcode computers with cradles, and thirty (30) CMI Intoxilyzers; and

**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 and COUNTY agree to allow the City to use a total of \$18,820.00 funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) program.

**Section 2.** 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 the applicable Tort Claims Act.

**Section 3.** 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 the applicable Tort Claims Act.

**Section 4.** 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 the services by the other party.

**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.

**Section 7.** This Agreement shall be for a term of one year from the date of execution.

CITY OF OWENSBORO BY:

BY: \_\_\_\_\_  
Thomas H. Watson, Mayor

ATTEST:

\_\_\_\_\_  
Beth Cecil, City Clerk

DAVIESS COUNTY, KENTUCKY

BY: \_\_\_\_\_  
Al Mattingly, County Judge/Executive

ATTEST:

\_\_\_\_\_  
Jennifer Warren  
Fiscal Court Clerk

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
Stephen D. Lynn  
City Attorney

## INTERLOCAL COOPERATION AGREEMENT

ICA \_\_\_\_\_: City of Owensboro and the Daviess County, Law Enforcement/Public Safety Equipment.

Reviewed as to compliance with KRS 65.210 to 65.300 and recommended for approval:

\_\_\_\_\_  
Darren Sammons  
Staff Attorney  
Department for Local Government

\_\_\_\_\_  
Date

In accordance with KRS 65.210 – 65.300, the Department for Local Government of the Commonwealth of Kentucky has determined that the above Interlocal Agreement is in proper form and compatible with the laws of the Commonwealth of Kentucky.

**COMMONWEALTH OF KENTUCKY**  
**DEPARTMENT FOR LOCAL GOVERNMENT**

\_\_\_\_\_  
Date

BY: \_\_\_\_\_