

MUNICIPAL ORDER 35-2021

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF OWENSBORO AND DAVIESS COUNTY, UNDER THE TERMS OF WHICH THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS IN THE AMOUNT OF \$24,060.00 WILL BE ALLOCATED TO THE DAVIESS COUNTY SHERIFF'S OFFICE TO PURCHASE THIRTEEN (13) DELL LAPTOP MDT COMPUTERS FOR USE IN PATROL VEHICLES.

WHEREAS, in 2005, the City of Owensboro and Daviess County entered into an agreement to alternate the annual filing of applications for the Edward Byrne Memorial Justice Assistance (JAG) program 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 benefits both the Owensboro Police Department and the Daviess County Sheriff's Office, as well as the Kentucky State Police; and

WHEREAS, the Sheriff's Office is in need of thirteen (13) laptop MDT computers for use in patrol vehicles.

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 a Memorandum of Agreement by and between the City of Owensboro and Daviess County, under the terms of which the City and County agree that it is in their best interests for the County to receive the 2021 JAG grant funds in the amount of \$24,060.00, which funds will be utilized for the purchase of thirteen (13) laptop MDT computers for use in

patrol vehicles. A copy of the Memorandum of 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 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 21st day of September, 2021.

Thomas H. Watson, Mayor

ATTEST:

Beth Davis, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF OWENSBORO, KY AND COUNTY OF DAVIESS, KY**

2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2021, by and between The COUNTY of DAVIESS, acting by and through its governing body, COUNTY, and the CITY OF OWENSBORO, acting by and through its governing body, CITY, both of Daviess County, State of Kentucky:

WHEREAS, this Agreement is made between the CITY and COUNTY to receive and disburse funds received from the Edward Byrne Justice Assistance Grant Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions, 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 agrees to provide the COUNTY \$24,060.00 from the JAG award for the Dell laptop MDT computers for 2021; and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY shall pay COUNTY a total of \$24,060.00 for JAG funds received by CITY.

Section 2.

COUNTY shall use \$24,060.00 JAG funds received from CITY for the Dell laptop MDT computers for use in patrol vehicles.

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 the Tort Claims Act.

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 the Tort Claims Act.

Section 5.

CITY and COUNTY agree that each government entity shall remain 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 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, CITY and COUNTY do not intend to create any obligations express or implied other than those expressed in this agreement; further, this Agreement shall not create any rights in any party not a signatory.

CITY OF OWENSBORO, KENTUCKY

COUNTY OF DAVIESS, KENTUCKY

Thomas H. Watson, Mayor

Al Mattingly, Judge/Executive

ATTEST:

ATTEST:

Beth Davis, City Clerk

Jennifer Warren, Fiscal Court Clerk

PREPARED BY:

APPROVED AS TO FORM:

Claud Porter, County Attorney

Mark Pfeifer, City Attorney