

**Solicitation Number O-BJA-2021-135004**

**State of Montana  
County of Missoula**

**Memorandum of Understanding**  
Between the City of Missoula and the County of Missoula

**2021 Edward Byrne Memorial Justice Assistance Grant**

This Memorandum of Understanding is made and entered into this **9th day of August, 2021** by and between the **County of Missoula** acting by and through its governing body, the Missoula County Commissioners (hereinafter referred to as County) and the **City of Missoula** through its governing body, the Missoula City Council (hereinafter referred to as City) both of Missoula County, State of Montana.

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 both parties, that the undertaking will benefit the public and that the division of costs fairly compensate the performing party for the services or functions, under this agreement; and

The City, as fiscal agent for the 2021 Edward Byrne Memorial Justice Assistance Grant, agrees to provide the City and County a total of \$63,580

The City and County believe it to be in the best interests to allocate the JAG funds as follows:

Now, therefore, the City and County agree as follows:

City agrees to pay County a total of \$14,676 from the JAG funds, if received.

County agrees to use the \$14,676 for the following programs:

- Property clerk.

City agrees to use the balance of the grant, \$48,904 for the following programs:

- Continue subscription to on-line warrant program for Municipal & District Court judiciary.
- Continue on-line training subscription for briefing training and additional on-line training.

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Nothing in the performance of this Agreement shall impose any liability for claims against County.

Nothing in performance of this Agreement shall impose any liability for claims against City.

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.

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

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**CITY OF MISSOULA**

**COUNTY OF MISSOULA**

\_\_\_\_\_  
Jaeson D. White, Chief of Police

\_\_\_\_\_  
TJ McDermott, Sheriff

\_\_\_\_\_  
John Engen, Mayor  
Chair

\_\_\_\_\_  
Dave Strohmaier, County Commissioner,

**ATTEST:**

\_\_\_\_\_  
Marty Rehbein, CMC

\_\_\_\_\_  
Josh Slotnick, County Commissioner

**APPROVED AS TO FORM & CONTENT:**

\_\_\_\_\_  
Jim Nugent, City Attorney

\_\_\_\_\_  
Juanita Vero, County Commissioner

**ATTEST:**

\_\_\_\_\_  
Tyler R. Gernant, Clerk and Recorder