

GMS Application Number: 2020-H8664-MT-DJ

**State of Montana
County of Missoula**

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

2020 Edward Byrne Memorial Justice Assistance Grant

This Memorandum of Understanding is made and entered into this **11th day of August, 2020** 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 2020 Edward Byrne Memorial Justice Assistance Grant, agrees to provide the City and County a total of \$58,440.00

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 \$12,403 from the JAG funds, if received.

County agrees to use the \$12,403 for the following programs:

- Property clerk.

City agrees to use the balance of the grant, \$46,037 for the following programs:

- Purchase electronic control devices (commonly referred to as Tasers)
- Continue subscription to on-line warrant program for Municipal & District Court judiciary.
- Continue Police One Academy 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.

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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

Josh Slotnick, County Commissioner, Chair

ATTEST:

Marty Rehbein, CMC

Dave Strohmaier, County Commissioner

APPROVED AS TO FORM & CONTENT:

Jim Nugent, City Attorney

Juanita Vero, County Commissioner

ATTEST:

Tyler R. Gernant, Clerk and Recorder