

GMS APPLICATION NUMBER : **2017-H3258-KS-DJ**

THE STATE OF KANSAS

COUNTY OF DOUGLAS

**AGREEMENT BETWEEN THE CITY OF LAWRENCE AND  
COUNTY OF DOUGLAS RELATED TO THE  
2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM AWARD**

This Agreement is made and entered into this 1<sup>st</sup> day of September 2017, by and between The COUNTY of DOUGLAS, KANSAS, acting by and through its governing body, the Douglas County Commission, hereinafter referred to as COUNTY, and the CITY of LAWRENCE, KANSAS acting by and through its governing body, the Lawrence City Commission, hereinafter referred to as CITY, both of Douglas County, State of Kansas, witnesseth:

WHEREAS, the County and the City have worked cooperatively to address the public safety needs of the County and the City, including entering into agreements for costs for Digital Forensic Equipment, Software, and Training.

WHEREAS, the County and the City desire to continue to work cooperatively to acquire equipment needed to upgrade landline telephone system; and

WHEREAS, this Agreement is made under the authority of K.S.A. 12-101; K.S.A. 19-101 and K.S.A. 12-2908: and

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 compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY equal access and participation in the JAG award: Enhancement of Criminal Justice to fund Digital Forensic Equipment, Software, and Training

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. The recitals set forth above are incorporated herein by reference.

Section 2.

Contingent upon receipt of **\$32,705.00** of JAG funds related to this application, the

CITY and COUNTY agree to use the total **\$32,705.00** of JAG funds on the program identified in the JAG application Digital Forensic Network, incorporated herein by reference.

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 Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

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 Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

Section 5.

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 6.

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

Section 7.

The parties to this Agreement shall each be responsible for maintaining their respective equipment acquired with the grant funds.

Section 8.

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.

IN WITNESS WHEREOF, the County and the City have each caused this Agreement to be executed by its duly authorized officials.

CITY OF LAWRENCE, KS

DOUGLAS COUNTY, KS

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Thomas M. Markus, City Manager

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Craig Weinaug, County Administrator