

THE STATE OF Montana

KNOW ALL BY THESE PRESENT

COUNTY OF Cascade

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF Great Falls, AND COUNTY OF Cascade,**

2006 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 1st day of September, 2007, by and between The COUNTY of Cascade, acting by and through its governing body, the Commissioners Board, hereinafter referred to as COUNTY, and the CITY of Great Falls, acting by and through its governing body, the City Commission, hereinafter referred to as CITY, both of Cascade County, State of Montana, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections title 7, Chapter 11 of the Montana Code Annotated, 2005

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 at least 14 ICOP Cameras and a computer server valued at \$82,100.00 and the City will receive at least 18 ICOP Cameras valued at \$92,700.00. The total amount of the grant is \$174,866.00.

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:

The total amount of this grant is 174,866.00.

Section 1.

CITY agrees to pay the COUNTY a total 14 ICOP Cameras and a computer server total value of approximately \$82,100.00

Section 2.

COUNTY agrees to use one half of the equipment purchased (in bulk) with the JAG funds which will equate to approximately \$92,700.00.

GMS APPLICATION NUMBER 2007 –DJ-BX-0732 (Mandatory)

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 Montana 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 Montana Tort Claims Act.

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.

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

CITY OF Great Falls, and COUNTY OF Cascade, Montana

City Manager, Great Falls, Montana

City Clerk

City Attorney

By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).