

**A COOPERATIVE AGREEMENT BY AND AMONG
THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY,
KANSAS, AND THE CITIES OF
OLATHE AND OVERLAND PARK, KANSAS
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2010 LOCAL SOLICITATION**

THIS AGREEMENT is made and entered into by and among the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS (hereinafter the "COUNTY"), the CITY OF OLATHE, KANSAS (hereinafter "OLATHE"), and the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), each party hereto having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the parties hereto are eligible to apply for a joint application award of \$146,428.00 under the Bureau of Justice Assistance Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program FY 2010 Local Solicitation from the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ); and

WHEREAS, the Catalog of Federal Assistance (CFDA) number for this solicitation is 16.738, titled "Edward Byrne Memorial Justice Assistance Grant (JAG) Program".

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program fosters streamline justice funding and grant administration, and allows local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions, and to improve the criminal justice system; and

WHEREAS, the COUNTY, through the Johnson County Sheriff's Office, has coordinated with the law enforcement agencies of the various cities hereunder to obtain information about budget funding disparities among the parties and its jurisdictions, and their proposed permissible uses of awarded funds under the JAG Formula Program grant; and

WHEREAS, the parties hereto have determined that it is in the best interests of the public health, safety and welfare to undertake and cooperate in applying for JAG funding to further and support the efforts of the COUNTY, and OLATHE and OVERLAND PARK in preventing or reducing local crime and violence through state and

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local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation); and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to cooperate in such governmental undertaking; and

WHEREAS, each of the parties hereto have determined to enter into this Agreement for the aforesaid public purpose and undertaking as authorized and provided for by K.S.A. 12-2908, and amendments thereto.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for the other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSE

A. The COUNTY, and OLATHE and OVERLAND PARK (OLATHE and OVERLAND PARK together hereinafter the "CITIES") hereby agree to join in applying for the JAG disparate jurisdiction joint application award amount of One Hundred Forty-Six Thousand Four Hundred Twenty-Eight Dollars (\$146,428.00) from the Office of Justice Programs, U.S. Department of Justice, based on a funding disparity in Johnson County, Kansas as set out at www.ojp.usdoj.gov/BJA/grant/10jagallocations.html, and to reallocate the hereinabove stated JAG award amongst the parties in those amounts set forth at www.ojp.usdoj.gov/BJA/grant/10jagallocations.html, for the express purpose of furthering and supporting the efforts of the COUNTY and the CITIES in preventing or reducing local crime and violence through state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities.

B. The joint application, to be attached hereto, once available, as **Exhibit A** and incorporated herein by reference, specifies the purposes for which the funds will be used.

C. The COUNTY and CITIES hereby designate the Johnson County Sheriff's Office (the "Sheriff") to serve as the applicant/fiscal agent for the joint funding JAG grant awarded hereunder.

SECTION 2. ADMINISTRATION

A. The CITIES understand and acknowledge that the COUNTY will be the sole recipient of the JAG funds from the OJP to be reallocated and used for the purposes described under Section 1 of this Agreement. Further, the CITIES and COUNTY understand and acknowledge that all JAG Program awards: (i) are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law; (ii) are made in the first fiscal year of the appropriation and may be expended during the following three (3) years, for a total of four (4) grant period years; (iii) may not be expended outside of the JAG purpose areas; (iv) must be used to supplement existing local funds for program activities and must not replace or supplant those funds that have been appropriated for the same purpose; and (v) shall be subject to all other applicable provisions and requirements, including certification requirements (www.ojp.usdoj.gov/funding/other_requirements.htm).

B. The COUNTY shall be responsible, through the Sheriff, for the administration of the funds; monitoring the award; and submitting any reports, including performance measure and program assessment data that may be required in connection with the funding provided by the OJP hereunder. The COUNTY and each of the CITIES agree to cooperate and assist with any such grant related reporting requirements that may need to be performed under this Agreement.

C. The CITIES and COUNTY acknowledge and agree that the COUNTY will receive the total allocation of the \$146,428.00 JAG funding award under the JAG joint application submitted hereunder to be reallocated among the parties hereto pursuant to the provisions and requirements of this Agreement.

D. Each of the CITIES acknowledges and agrees that any and all records pertaining to the joint application and grant award shall be subject at all reasonable times to inspection, review, or audit by Federal personnel and other personnel duly authorized by the COUNTY as well as Federal personnel. Each of the CITIES assures that all financial records, supporting documentation, statistical records and any and all other records pertinent to the grant award shall be retained by the respective CITIES for at least five (5) years following the end of the grant period.

SECTION 3. GENERAL PROVISIONS

A. 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.

B. Nothing in the performance of this Agreement shall impose any liability for claims against any of the CITIES other than claims for which liability may be imposed by the Kansas Tort Claims Act.

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C. Each party to this Agreement will be responsible for its own actions in providing any services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services, if any, by the other parties.

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

E. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas. Further, the COUNTY and CITIES agree to abide by the JAG grant special conditions and certifications, and all applicable federal, state and local statutes, rules, regulations, OMB Circulars and Guidelines, including the provisions of the OJP Financial Guide, which may pertain to the grant award as well as the Other Requirements for OJP applications found at www.ojp.usdoj.gov/funding/other_requirements.htm.

F. By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

G. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Agreement to be executed by their respective and duly authorized representatives.

[Signatures of authorized representatives appear on subsequent pages.]

GMS APPLICATION NUMBER:

CITY OF OLATHE, KANSAS

By: _____

ATTEST:

Date: _____

APPROVED AS TO FORM:

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CITY OF OVERLAND PARK, KANSAS

By: _____
Carl R. Gerlach
Mayor

ATTEST:

Marian Cook
City Clerk

Date: _____

APPROVED AS TO FORM:

John J. Knoll
Assistant City Attorney, Sr.
Police Legal Advisor

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BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

By: _____
Annabeth Surbaugh
Chairman

ATTEST:

Casey Joe Carl
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

Nicholas Saldan
Deputy County Counselor

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EXHIBIT A

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2010 LOCAL SOLICITATION**

Joint Application

Once the joint application is completed on-line by Johnson County on the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) GMS website, a copy of the application will be attached to this MOU. Federal guidelines require that the completed MOU be attached to the application for these funds.