

MADISON COUNTY FISCAL COURT
RESOLUTION ORDER NO. 18- 17

AN ORDER OF THE MEMBER OF THE FISCAL COURT OF MADISON COUNTY, KENTUCKY
ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RICHMOND AND THE
COUNTY OF MADISON AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE SAME ON
BEHALF OF THE COUNTY:

WHEREAS, the City and Madison County are in the process of applying for 2018 Byrne Justice
Assistance Grant Program Award ("JAG AWARD"); and

WHEREAS, the parties to the application do wish to enter into an agreement detailing the
means whereby the proceeds from the JAG Award will be divided between them and the
purpose to which such proceeds will be applied should the application be approved;

NOW, THEREFORE, BE IT ORDERED that the Interlocal Agreement between the City of
Richmond, KY and the County of Madison, KY attached hereto, be approved and that
the County Judge/Executive be authorized to execute same on behalf of the County.

This order shall become effective immediately upon passage by the Fiscal Court of Madison
County, KY.

DATE OF READING: 8-14-18

MOTION MADE BY: Roger Barger

SECONDED BY: John Tudor

MOTION APPROVED yes

[Signature]

County Judge/Executive

[Signature]

County Attorney

ATTEST: [Signature]

County Clerk

THE STATE OF KENTUCKY
COUNTY OF MADISON

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RICHMOND, KY AND COUNTY OF MADISON, KY**

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 14 day of August , 2018, by and between The CITY OF RICHMOND, acting by and through its governing body, the City Commission, hereinafter referred to as CITY, and the COUNTY OF MADISON, acting by and through its governing body, the Fiscal Court, hereinafter referred to as COUNTY, both of MADISON County, State of KENTUCKY, witnesseth:

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 COUNTY agrees to provide the CITY **\$6,265.50** from the JAG award of **\$12,531.00** for the Richmond Police Department: and the COUNTY will use the **\$6,265.50** for their Sheriff's Department: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to use their portion (**\$6265.50**) of the JAG grant for the purchase of equipment to increase the public and officer safety as well as increasing law enforcement capabilities.

Section 2.

COUNTY agrees to use their portion (**\$6265.50**) of the JAG grant for the purpose of increases law enforcement capabilities as well as officer and public safety by applying the funds for equipment for the Sheriff's Department.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY and or CITY.

Section 4.

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 5.

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

Section 6.

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 RICHMOND, KENTUCKY

City Manager

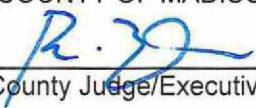
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF MADISON, KENTUCKY



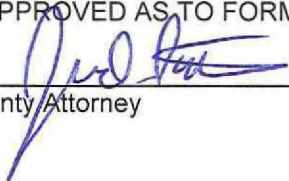
County Judge/Executive

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Attorney

