

GMS APPLICATION NUMBER _____

THE STATE OF TEXAS

COUNTY OF TRAVIS

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN, AND COUNTY OF TRAVIS**

2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into by and between the COUNTY of TRAVIS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AUSTIN, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Travis County, State of Texas.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Government Code;

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, acting as fiscal agent for the grant, agrees to provide the COUNTY \$203,845.50 from the Justice Assistance Grant (JAG) award; and

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:

Section 1.

CITY agrees to pay COUNTY a total of \$203,845.50 of JAG funds.

Section 2.

COUNTY agrees to use \$203,845.50 for the JAG Program during the grant period from October 1, 2007 until September 30, 2009 for allowable grant expenses, to include a pilot program for the implementation of a "touch and voice" communications integration system to be installed in a minimum of twenty-five (25) patrol vehicles.

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Section 3.

This Interlocal Agreement may be extended for up to two (2) additional twelve (12) month periods, subject to available funding, through mutual consent of the City and the County. As a joint applicant for JAG funding, the County agrees to provide the City with any and all County financial and programmatic information required by the Bureau of Justice Assistance necessary to fulfillment of the City's duties, as fiscal agent, in meeting federal reporting requirements. Upon receipt of an invoice, the City will reimburse the County for JAG project expenses in an amount not to exceed \$203,845.50.

Section 4.

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 Texas Tort Claims Act.

Section 5.

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 Texas Tort Claims Act.

Section 6.

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 7.

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

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.

CITY OF AUSTIN

City Manager

Date

COUNTY OF TRAVIS

County Judge

Date