GMS APPLICATION NUMBER_____

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN AND COUNTY OF TRAVIS

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Non-Recovery Grant Funds

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.

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 all 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, CITY OF AUSTIN, acting as fiscal agent for the grant, agrees to provide the COUNTY $100,000 from the 2009 Justice Assistance Grant (JAG) award; and

NOW THEREFORE, the COUNTY and the CITY OF AUSTIN agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of $100,000 of 2009 Non-Recovery JAG funds.

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Section 2.

COUNTY agrees to use $100,000.00 for the JAG Program, during the grant period that ends on September 30, 2012.

Section 3.

As joint applicants for JAG funding, the COUNTY agrees to provide the financial and programmatic information required by the Bureau of Justice Assistance for the CITY OF AUSTIN to meet federal reporting requirements. Upon receipt of an invoice, the CITY OF AUSTIN will reimburse the COUNTY for JAG project expenses in an amount not to exceed $100,000.00.

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 the CITY OF AUSTIN 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, Marc Ott

_____
Date

COUNTY OF TRAVIS

_____
County Judge, Samuel Biscoe

_____
Date