



**Interlocal Agreement  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 16  
AGENDA DATE: Thu 03/24/2005  
PAGE: 1 of 1**

**SUBJECT:** Authorize an Interlocal Agreement between the City of Austin and Travis County to allow the City of Austin to accept and administer the Justice Assistance Grant Program on behalf of the Travis County Sheriff's Office.

**AMOUNT & SOURCE OF FUNDING:** Funding in the amount of \$409,702 is available from the Department of Justice, Bureau of Justice Assistance for the Justice Assistance Grant Program.

**FISCAL NOTE:** There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING Police  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION: Rick Coy**

**FOR MORE INFORMATION CONTACT:**

**PRIOR COUNCIL ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**MBE / WBE:** N/A

---

This action would authorize the City of Austin to enter into an agreement with Travis County to allow the City of Austin to accept and administer the Justice Assistance Grant Program on behalf of the Travis County Sheriff's Office. Funding in the amount of \$409,702 is available from the Department of Justice, Bureau of Justice Assistance for the Justice Assistance Grant Program. The interlocal agreement will remain in effect for the period October 1, 2005 through September 30, 2006; and may continue through the underlying grant expiration date (September 30, 2006) or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration date.

The federal legislation which authorizes this grant program also includes a provision whereby cities and counties must submit a joint funding application if the state's Attorney General certifies that a funding disparity exists in a county's allocation compared with that of a single municipality (at least a 150 percent difference), and the county bears more than 50 percent of prosecution or incarceration costs arising from Uniform Crime Report Part 1 violent crimes reported by the municipality to the FBI. Once certified, jurisdictions are to decide if funds will be shared, and if so, the funding allocation. There is no requirement as to how funds should be shared. Since FY 2000-2001 the funding has been split 50/50. APD and Travis County have agreed to continue the 50/50 split of JAG funding this year.

Travis County's allocation is \$204,851; together, APD and Travis County have been allocated \$409,702. The City of Austin and Travis County have entered into this interlocal agreement so the City can serve as the fiscal agent for the grant funds. Travis County will purchase law enforcement equipment for the Travis County Sheriff's Office with its JAG funds.



**Interlocal Agreement  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 16  
AGENDA DATE: Thu 03/24/2005  
PAGE: 2 of 1**

GMS APPLICATION NUMBER \_\_\_\_\_

**THE STATE OF TEXAS**

**COUNTY OF TRAVIS**

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

**2005 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 \$204,851 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 \$ 204,851 of JAG funds.

GMS APPLICATION NUMBER\_\_\_\_\_

Section 2.

COUNTY agrees to use \$204,851 for the JAG Program during the grant period from October 1, 2005 until September 30, 2006.

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 Texas 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 Texas 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 AUSTIN

COUNTY OF TRAVIS

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date