

GMS APPLICATION NUMBER _____

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF NUECES

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI, TEXAS AND
THE COUNTY OF NUECES, TEXAS**

**EDWARD BYRNE MEMORIAL, JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FISCAL YEAR 2017 LOCAL SOLICITATION AWARD**

This agreement is made and entered into this ____ day of _____, 2017, by and between the City of Corpus Christi, acting by and through its governing body, the City Council ("CITY"), and the County of Nueces, acting by and through its governing body, the Commissioners Court ("COUNTY"), both of Nueces County, State of Texas, witness:

WHEREAS, this Agreement is made under the authority of Section 791.011(a), Government Code; and

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 and COUNTY have previously entered into an agreement for disbursement of Fiscal Year 2012, 2013, 2014, 2015, & 2016 JAG funds which is separate from this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY fifty percent (50%), or a current estimate of \$78,620, JAG funds received from Fiscal Year 2017 award; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

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NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of fifty percent (50%), or a current estimate of \$78,620 of the JAG funds received from this award.

Section 2.

COUNTY agrees to use the fifty percent (50%), or current estimate of \$78,620, of JAG funds received from CITY under this agreement for the enhancement of law enforcement between October 1, 2016 and September 30, 2020.

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.

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CITY OF CORPUS CHRISTI

COUNTY OF NUECES

City Manager

Samuel L. Neal, Jr.
County Judge

ATTEST:

Rebecca Huerta
City Secretary

Kara Sands
County Clerk

APPROVED AS TO FORM:

Buck Brice
Assistant City Attorney
For City Attorney

Laura Garza Jimenez
County Attorney

Date

Date