INTERLOCAL AGREEMENT
BETWEEN THE CITY OF _______, __ AND COUNTY OF _______, __

201_ BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of________, 201__, by and between The COUNTY of _______, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of_______, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of _______ County, State of _______, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections _______, _______ 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 agrees to provide the COUNTY $_______ from the JAG award for the _______ Program: 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 $_______ of JAG funds.

Section 2.

COUNTY agrees to use $_______ for the _______ Program until _______ (date).

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 _______ 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 _______ 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 _______. _______                        COUNTY OF _______. _______

__________________________________  ____________________________________
City Manager       County Judge

ATTEST:       APPROVED AS TO FORM:

__________________________________  ____________________________________
City Secretary       Assistant District Attorney

APPROVED AS TO FORM:       ____________________________________

__________________________________
Contract Authorization

City Attorney

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).