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**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize the County Judge to execute an Interlocal Agreement with the City of San Marcos for the disparate allocation of U.S. Department of Justice, Justice Assistance Grant (JAG) funding.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 25, 2013	N/A

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	COBB	N/A

**SUMMARY**

The 2013 federal JAG allocations to local jurisdictions have been announced, and Hays County did not qualify for a direct award. However, we are in a disparate funding group with the City of San Marcos, who has been awarded \$12,485, and the disparate funding category allows the County to potentially share in this award. Given that the award is fairly small, and considering grant reporting requirements, fiscal and audit administration, and the limited scope of the project(s) involved should the award be divided, it is probably prudent to allow the City of San Marcos full use of the funds.

The U.S. Department of Justice requires that a formal agreement between the disparate parties be executed to determine utilization of the funding. The Interlocal Agreement proposed allocates the funding to the City of San Marcos, and waives the County's interest in funding through this award.

**The State of Texas**

**County of Hays**

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF SAN MARCOS, TEXAS AND COUNTY OF HAYS, TEXAS**

**2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 2<sup>nd</sup> day of July \_\_, 2013 (the "Effective Date") by and between the COUNTY of Hays, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of San Marcos, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hays County, State of Texas, witnesseth:

**WHEREAS**, the U.S. Department of Justice requires that entities in a disparate allocation of Justice Assistance Grant (JAG) funding enter into an Agreement to provide for the use of those funds awarded; and

**WHEREAS**, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended: 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 interest 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 is eligible for \$12,485 from the direct JAG award, and the COUNTY did not qualify for a direct award in this disparate allocation; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to allocate the current JAG funds to the City.

**NOW THEREFORE**, in consideration of the foregoing and the mutual benefits and promises herein, the COUNTY and CITY agrees as follows:

**Section 1. Submission of Grant Application**

CITY agrees to retain the full amount of the JAG award, in the amount of \$12,485, and will be the sole grant applicant and responsible party for this award.

**Section 2. Disbursement of Grant Funds**

COUNTY agrees to waive funding of this JAG award and the proceeds of the award shall be the sole responsibility of the CITY.

**Section 3. Use of Grant Funds**

CITY shall be the sole recipient of the JAG award and shall utilize the funding for eligible program purposes.

**Section 4. Term**

The term of this Interlocal Agreement will commence on the Effective Date, and will end on December 31, 2015.

**Section 5. Miscellaneous**

- A. **Interlocal Cooperation:** The Parties agree to cooperate with each other in good faith at all times during the term of this Interlocal Agreement in order to achieve the purposes and intent of this Interlocal Agreement.
- B. **Authority:** Each Party to this Interlocal Agreement acknowledges and represents that this Interlocal Agreement has been executed by its duly authorized representative. **Funding:** The CITY and COUNTY, in performing governmental functions or in paying for the performance of governmental function hereunder, shall make that performance of those payments from lawfully available current revenues during each fiscal year.

- C. **Liability:** Each party to this Interlocal Agreement will be responsible for its own actions in providing services under this Interlocal Agreement and shall not be liable for any claims, losses, expenses, demands, judgments, lawsuits or damages that may arise from the furnishing of the services by the other party. Nothing in the performance of this Interlocal Agreement shall impose any liability for claims against CITY or COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.
- D. **Third Parties:** The Parties to this Interlocal Agreement do not intend for any third party to obtain a right by virtue of this Interlocal Agreement and this Interlocal Agreement shall not create any rights in any third party.
- E. **Entire Agreement:** This Interlocal Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both parties. None of the Parties may assign this Interlocal Agreement without the written consent of the other Party.
- F. **Interpretation:** The Parties acknowledge and confirm that this Interlocal Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.
- G. **Invalid Provisions:** Should any provision in this Interlocal Agreement be found or deemed to be invalid, this Interlocal Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Interlocal Agreement are declared to be severable.
- H. **Applicable Law:** This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Interlocal Agreement is in Hays County, Texas.
- I. **Binding Effect:** This Agreement shall take effect immediately upon execution by the Parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns.

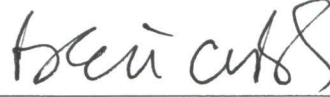
EXECUTED by the Parties in duplicate originals to be effective as of the Effective Date.

CITY OF SAN MARCOS, TEXAS



Daniel Guerrero, Mayor

COUNTY OF HAYS, TEXAS



Bert Cobb, M.D., County Judge

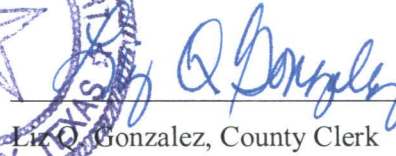
ATTEST:



Jamie Lee Pettijohn, City Clerk



ATTEST



Eric O. Gonzalez, County Clerk

APPROVED AS TO FORM BY:



Michael Cosentino, City Attorney

APPROVED AS TO FORM BY:



Mark Kennedy, County Attorney