

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

**BETWEEN COUNTY OF BELL, CITY OF KILLEEN, AND CITY OF TEMPLE
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ___ day of _____ 2016, by and between **The County of Bell**, State of Texas, acting by and through its governing body, hereinafter referred to as **COUNTY**, and the **City of Killeen**, Texas, a municipal corporation, acting by and through its governing body, hereinafter referred to as **KILLEEN**, and the **City of Temple**, Texas, as municipal corporation, acting by and through its governing body, hereinafter referred to as **TEMPLE**.

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, COUNTY, KILLEEN, and TEMPLE previously received grant funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) to provide parties with the flexibility to prioritize and place justice funds where they are needed most; and

WHEREAS, the Department of Justice no longer grants funds to individual entities, but rather requires jurisdictions certified as disparate to submit a joint application and agree in what proportions funds will be shared; and

WHEREAS, the Department of Justice has made a grant award of \$80,270 to be allocated by COUNTY, KILLEEN and TEMPLE; 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, COUNTY, KILLEEN, and TEMPLE believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, COUNTY, KILLEEN, and TEMPLE agree as follows:

Section 1.

The purpose of this agreement is to establish the rights and duties of each party participating in this agreement, and to establish the administration and division of any JAG award received.

Section 2.

Unless otherwise terminated, the term of this agreement shall begin on the date JAG funds are issued, and shall continue in effect until all funds are expended, but in no event shall this agreement continue beyond forty eight (48) months after the project start date of October 1, 2015.

Section 3.

KILLEEN shall submit the application for JAG funds on behalf of COUNTY, KILLEEN and TEMPLE, and further agree that KILLEEN will administer any grant award received. Copies of any and all documentation submitted to the Department of Justice or compiled in the administration of the grant by KILLEEN shall be provided to or made available for COUNTY and TEMPLE. KILLEEN will accept the administration fee of 10% from each dispartate for this grant.

Section 4.

JAG has allocated \$80,270 to COUNTY, KILLEEN and TEMPLE. JAG has distributed the funds as follows:

- a. COUNTY will receive \$0
- b. KILLEEN will receive \$65,576
- c. TEMPLE will receive \$14,694

In order to provide COUNTY with a portion of the funding, KILLEEN agrees to reduce their original allocation. The adjusted anticipated \$80,270 award (reduced by administration fee of \$8,027 to Killeen) will be allocated per agreement to COUNTY, KILLEEN and TEMPLE as follows:

- a. COUNTY will receive \$24,080 or 30% (less 2,408) = \$21,672,
- b. KILLEEN will receive \$36,122 or 45% (plus \$2,408 and \$2,007) = \$40,537 and
- c. TEMPLE will receive \$20,068 or 25% (less \$2,007) = \$18,061.

All amounts have been rounded in accordance with accounting principles. Should the amount of the award change in any way, the parties agree that division of the award will be by the percentages listed above and not the dollar amounts listed.

Section 5.

Pursuant to the terms of the grant, the parties agree to expend \$80,270 from the 2016 Byrne Justice Assistance Grant Program by a date not than later forty eight (48) months after the project start date of October 1, 2015.

Section 6.

The grant award will be used by each to fund state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas; law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment programs; and/or planning evaluation and technology improvement programs. Each party is responsible for expending the money granted to it in accordance with the rules of the award, and no other party to this agreement shall have any role in deciding how another party to this agreement expends funds allocated.

Section 7.

All notices from one party to another must be in writing and are effective when mailed, hand-delivered or transmitted by email as follows:

To COUNTY at: **Bell County Sheriff's Office**
 P.O. Box 768
 Belton, TX 76513
 Email: jon.burrows@co.bell.tx.us

To KILLEEN at: **City of Killeen**
 101 N. College
 Killeen, TX 76541
 Email: afarris@killeentexas.gov

To TEMPLE at: **City of Temple**
 2 North Main Street
 Temple, TX 76501
 Email: jgraham@templetx.gov

Section 8.

This document constitutes the entire agreement of the parties concerning the JAG award. There are no oral representations, warranties, agreements or promises pertaining to the JAG award not incorporated into this writing. This agreement may be amended only by an instrument in writing signed by all parties.

Section 9.

As required by Chapter 791 of the Texas Government Code, each party, 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.

Section 10.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, KILLEEN, or TEMPLE, other than claims for which liability may be imposed by the Texas Tort Claims Act found in Texas Civil Practice and Remedies Code, Chapter 101.

Section 11.

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 12.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13.

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.

This agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

City of Killeen, Texas

City of Temple, Texas

County of Bell, Texas

Interim City Manager
Lillian Ann Farris

City Manager
Jonathan Graham

Jon Burrows, County Judge

ATTEST:

ATTEST:

City Secretary

City Secretary

City Attorney

City Attorney