

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 CITY OF ROBSTOWN**

**EDWARD BYRNE MEMORIAL, JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FISCAL YEAR 2018 LOCAL SOLICITATION AWARD**

This agreement is made and entered into this ____ day of _____, 2018, by and between the City of Corpus Christi, acting by and through its governing body, the City Council ("CORPUS CHRISTI"), and the City of Robstown, acting by and through its governing body, the City Council ("ROBSTOWN"), 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 agrees to provide the ROBSTOWN a current estimate of \$14,736 JAG funds received from Fiscal Year 2018 award; and

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

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NOW THEREFORE, the ROBSTOWN and CORPUS CHRISTI agree as follows:

Section 1.

CORPUS CHRISTI agrees to pay ROBSTOWN a current estimate of \$14,736 of the JAG funds received from this award.

Section 2.

ROBSTOWN agrees to use current estimate of \$14,736, of JAG funds received from CORPUS CHRISTI under this agreement for the enhancement of law enforcement until September 30, 2021.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against ROBSTOWN 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 CORPUS CHRISTI 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

CITY OF ROBSTOWN

Keith Selman
Interim City Manager

Amanda Barrera
Mayor

ATTEST:

Rebecca Huerta
City Secretary

Herman Rodriguez
City Secretary

APPROVED AS TO FORM:

Buck Brice
Assistant City Attorney
For City Attorney

Patrick Beam
City Attorney

Date

Date