

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
THE CITY OF BRYAN
AND BRAZOS COUNTY**

**For
2005 Byrne Justice Assistance Grant (JAG) Program Award**

This Agreement is made and entered into by and between the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, acting through its City Council; the City of Bryan, Texas (hereinafter referred to as "Bryan"), a Texas Home Rule Municipal Corporation, acting through its City Council; and Brazos County, Texas (hereinafter referred to as the "County"), acting through its Commissioners' Court.

WHEREAS, College Station, Bryan, and the County wish to submit a joint application for grant funds under the U.S. Department of Justice' 2005 Byrne Justice Assistance Grant (JAG) Program; and

WHEREAS, in order to submit said application, College Station, Bryan and the County are required to enter into an interlocal agreement indicating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; 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 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, College Station agrees to provide Bryan \$23,055.66 from the JAG award for Technology Enhancement Program; and

WHEREAS, College Station also agrees to provide the County \$23,055.66 from the JAG award for Technology Enhancement Program; and

WHEREAS, College Station shall use their \$23,055.66 from the JAG award for Community Outreach Programs; and

Contract No. _____

WHEREAS, College Station, Bryan and the County believe it to be in their best interest to reallocate the JAG funds as described above.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. College Station agrees to pay the County a total of \$23,055.66 of JAG funds.
2. The County agrees to use \$23,055.66 for the Technology Enhancement Program until 03/31/09.
3. College Station agrees to pay Bryan a total of \$23,055.66 of JAG funds.
4. Bryan agrees to use \$23,055.66 for the Technology Enhancement Program until 03/31/09.
5. College Station agrees to retain a total of \$23,055.66 of the JAG funds.
6. College Station agrees to use \$23,055.66 for Community Outreach Programs until 03/31/09.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. 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.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until 03/31/09
12. **INDEMNIFICATION:** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

13. **CONSENT TO SUIT:** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
14. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

City of College Station:

City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842

City of Bryan:

City Manager
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

Brazos County:

County Judge
Brazos County
300 East 29th Street, Suite 114
Bryan Texas 77803

14. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
15. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
17. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
18. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
20. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
21. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
22. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED this the _____ day of _____, 2005 by **CITY OF COLLEGE STATION**.

CITY OF COLLEGE STATION

By: _____

RON SILVIA
Mayor

ATTEST:

APPROVED AS TO FORM:



CONNIE HOOKS
City Secretary

City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RON SILVIA**, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2005.

Notary Public, State of Texas
My Commission Expires: _____

Contract No. _____

EXECUTED this the _____ day of _____, 2005 by **CITY OF BRYAN**.

CITY OF BRYAN

By: _____

ERNEST WENTRCEK
Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Lynn Strata
City Secretary

City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **ERNEST WENTRCEK**, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2005.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2005 by
BRAZOS COUNTY.

COUNTY OF BRAZOS

By: _____

RANDY SIMS
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Counsel for Brazos County

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RANDY SIMS**, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2005.

Notary Public, State of Texas
My Commission Expires: _____