

#10

GMS APPLICATION NUMBER 2009-F3001-TX-DD

CITY SECRETARY
CONTRACT NO. _____

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF TOM GREEN

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANGELO, TEXAS AND COUNTY OF TOM GREEN, TEXAS**

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ^{22nd} ~~11~~ day of April, 2009, by and between The COUNTY of TOM GREEN, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of SAN ANGELO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of TOM GREEN County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791 of the 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 \$11,225 from the JAG award for the Stop Stick and Taser 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 \$11,225 of JAG funds.

Section 2.

COUNTY agrees to use \$11,225 for the Stop Stick and Taser Program until September 30, 2009.

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 Texas 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 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.

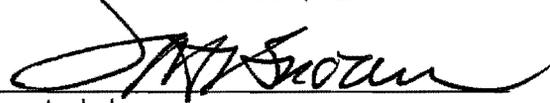
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF SAN ANGELO, TEXAS



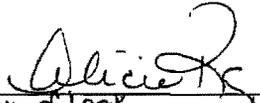
City Manager
Harold Dominguez

COUNTY OF TOM GREEN, TEXAS



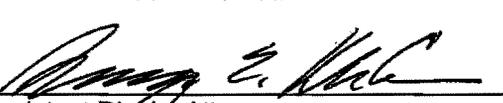
County Judge
Mike Brown

ATTEST:



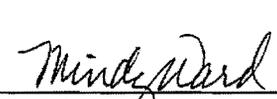
City Secretary
Alicia Ramirez

APPROVED AS TO FORM:



Assistant District Attorney
George E. McCrea

APPROVED AS TO FORM:



City Attorney
Mindy Ward

*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 a 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).