

<b>STATE OF TEXAS</b>	<b>§</b>	<b>INTERLOCAL AGREEMENT FOR 2018 EDWARD</b>
	<b>§</b>	<b>BYRNE MEMORIAL JUSTICE ASSISTANCE</b>
<b>COUNTY OF BEXAR</b>	<b>§</b>	<b>GRANT PROGRAM FUNDING OPPORTUNITY</b>
	<b>§</b>	<b>CFDA NUMBER 16.738</b>

This interlocal agreement regarding the 2018 Byrne Justice Assistance Program ("JAG") award (the "Agreement") is entered between the County of Bexar, a political subdivision of the State of Texas ("COUNTY") and the City of San Antonio, a Texas home-rule municipal corporation ("CITY")(also, individually, the "Party" or, collectively, the "Parties"), pursuant to authority granted under the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001, *et seq.*

### **RECITALS**

1. The Department of Justice ("DOJ") requires either CITY or COUNTY, but not both, to submit an application for the 2018 JAG award for which the Parties are eligible and to serve as fiscal agent for the funds.
2. At CITY's request, COUNTY has agreed to serve as the applicant and fiscal agent for the funds.
3. Each Party, in performing governmental functions or in paying for the performance of governmental functions under this Agreement, shall make the performance or payments from current revenues.
4. Each Party finds that the performance of this Agreement is in the best interests of both Parties and that the undertaking will benefit the public.

### **ARTICLE I** **PURPOSE**

1.01 The purpose of this Agreement is to establish the terms under which the Parties will apply for and expend the 2018 JAG award for which the Parties are eligible.

### **ARTICLE II** **TERM**

2.01 This Agreement becomes effective when executed by all Parties and, except as otherwise provided, will expire when all obligations of the Parties under this Agreement have been performed or on September 30, 2021, whichever is earlier.

### **ARTICLE III** **APPLICATION FOR FUNDS**

- 3.01 COUNTY will apply for the 2018 JAG award on behalf of the Parties.
- 3.02 COUNTY will serve as fiscal agent for the JAG award.

#### **ARTICLE IV ALLOCATION**

4.01 The Parties have allocated between themselves the \$721,205 FY 2018 JAG award for which COUNTY will apply, taking into account the certification of the Office of the Texas Attorney General to the DOJ regarding the “disparate funding situations” in Bexar County, Texas.

4.02 CITY is allocated \$297,482 of the 2018 JAG award for projects identified in Exhibit A that prevent, reduce and control crime, improve public safety and better serve the efficient administration of justice, which funds must be expended no later than September 30, 2021. If CITY desires to reprogram funds allocated for a project identified in Exhibit A, it shall submit the proposed change to COUNTY’s Auditor and its Department of Management and Finance (the “Department”) for approval prior to expending funds on the change. The Auditor’s and the Department’s review of the proposed change must be completed within 10 days of receipt. If either the Auditor or the Department do not approve the proposed change, the matter will be resolved by a conference call among the Auditor, CITY’s representative and DOJ. Requests for reprogramming by CITY must be received by the Auditor and the Department no later than six months before the expiration of the four-year term of the grant award. Any JAG funds not expended by the end of the term must be returned to COUNTY.

4.03 COUNTY is allocated \$423,723 of the 2018 JAG award for projects identified in Exhibit A that prevent, reduce and control crime, improve public safety and better serve the efficient administration of justice, which funds must be expended no later than September 30, 2021.

4.04 COUNTY will pay CITY that portion of the JAG award allocated to CITY under this Agreement within 15 days of receipt of the funds.

4.05 Each Party will place its allocation in a trust account. Any interest earned by that account must be spent in accordance with the requirements of the JAG program. If CITY desires to spend the interest on a project that is not identified in Exhibit A, the Parties will follow the process for reallocation of funds identified in Section 4.02 above.

#### **ARTICLE V COMPLIANCE WITH LAWS**

5.02 Each Party warrants and represents that the expenditure of its allocation under the JAG Program for grant year 2018 will fully comply with all legal requirements for use of the funds and for the purposes specified in all applicable statutes, rules or regulations pertaining to the JAG Program, including but not limited to those expressly set out in this Agreement.

#### **ARTICLE VI PROGRAM RECORDS AND REQUIREMENTS**

6.01 CITY shall maintain all records relating to the receipt and disbursement of the 2018 JAG funds and all records that quantify or identify the allocation of resources, performance of activities, services and/or positions funded by the 2018 JAG funds until three years after all of those funds have been expended.

6.02 Upon giving reasonable notice, COUNTY’s Auditor or her representative may review the

records maintained by CITY in accordance with Section 6.01 above. CITY shall make all records available for review within a reasonable amount of time after receipt of COUNTY Auditor's notice and in no event later than 15 calendar days after receipt of said notice.

6.03 Prior to the CITY closing during the holidays in the month of December every year, the CITY is to provide all end of year reporting and expenditures to the COUNTY's Grant Compliance Coordinator and the COUNTY Auditor's Office. All USDOJ financial reporting is due every year by December 30<sup>th</sup>.

## **ARTICLE VII**

### **LIABILITY**

7.01 Nothing in the performance of this Agreement will impose any liability for claims against either Party other than claims for which the Texas Tort Claims Act may impose liability.

7.02 Each Party will be responsible for its own actions in providing services under this Agreement.

## **ARTICLE VIII**

### **TEXAS LAW TO APPLY**

8.01 This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties under this Agreement are performable in Bexar County, Texas.

## **ARTICLE IX**

### **LEGAL CONSTRUCTION**

9.01 If any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **ARTICLE X**

### **ENTIRE AGREEMENT**

10.01 This Agreement supersedes any and all agreements, either oral or in writing, between the Parties, with respect to the subject matter, and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid.

10.02 This Agreement does not create any rights in any party not a signatory to this Agreement.

## **ARTICLE XI**

### **AMENDMENT**

11.01 No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date if this Agreement and duly executed by the Parties.

**ARTICLE XII**  
**LIAISONS AND NOTICES**

12.01 Bexar County employee, Mia Buentello-Garcia and/or a representative from Bexar County Budget and Finance shall be COUNTY's designated representative responsible for the management of this Agreement unless CITY receives written notification to the contrary from COUNTY.

12.02 The City of San Antonio Police Department employee, Robert C. Looney and/or a representative from the San Antonio Police Department shall be CITY's designated representative responsible for management of this Agreement unless COUNTY receives written notification to the contrary from CITY.

12.03 Communications between CITY and COUNTY must be directed to the designated representatives of each as set forth above.

12.04 For purposes of this Agreement, all official communications and notices among the Parties will be deemed sufficient if in writing and either hand-delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

**CITY:** Police Department  
Office of the Chief  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**WITH COPY TO:** External Relations Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**COUNTY:** Nelson W. Wolff  
Bexar County Judge  
101 W. Nueva, Suite 1019  
San Antonio, Texas 78205

**WITH COPY TO:** Susan Yeatts  
County Auditor  
101 W. Nueva, Suite 800  
San Antonio, Texas 78205

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five business days of the change.

EXECUTED IN QUADRUPLE ORIGINALS ON THIS\_\_\_\_\_ DAY OF\_\_\_\_\_,  
201\_.

**COUNTY OF BEXAR**

BY: \_\_\_\_\_  
NELSON W. WOLFF  
County Judge

ATTEST:

BY: \_\_\_\_\_  
GERARD C. RICKHOFF  
County Clerk

**APPROVED AS TO LEGAL FORM:**

BY: \_\_\_\_\_  
KATHERINE RAMOS  
Assistant Criminal District  
Attorney - Civil Section

**CITY OF SAN ANTONIO**

BY: \_\_\_\_\_  
ERIK WALSH  
City Manager

ATTEST:

BY: \_\_\_\_\_  
LETICIA M. VACEK  
City Clerk

**APPROVED:**

BY: \_\_\_\_\_  
ANDREW SEGOVIA  
City Attorney

**APPROVED AS TO FINANCIAL CONTENT:**

BY: \_\_\_\_\_  
SUSAN YEATTS  
County Auditor

BY: \_\_\_\_\_  
DAVID SMITH  
County Manager

#### **EXHIBIT "A"**

- I. All Completed Exhibits are attached separately within this grant application.**
- II. The Remainder of the Exhibits will be attached upon final execution.**