

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the City of Galveston, a municipal corporation situated in County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of Galveston have the objective to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of the State of Texas, in the amount of \$469,183 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the City has agreed to contribute the total of \$38,926 in matching funds if said application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a multijurisdictional ABTPA Task Force; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the County to file an application for a grant with the Automobile Burglary and Theft Prevention Authority, which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2019 and to end: August 31, 2020.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the City agrees to contribute a total of \$38,926 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	\$35,326	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (City employee)	\$2,400	In-Kind Match by City (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (City employee)	\$1,200	In-Kind Match by City (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Automobile Burglary and Theft Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2019.

County of Galveston by:

City of Galveston by:

Mark Henry, County Judge

Brian Maxwell, City Manager

Date Signed

Date Signed

ATTEST:

ATTEST:

Dwight D. Sullivan, County Clerk

Janelle Williams, City Secretary