

GMS APPLICATION NUMBER: 2015-H2615-AL-DJ

THE STATE OF ALABAMA

COUNTY OF LEE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUBURN, CITY OF OPELIKA, AND COUNTY OF LEE, AL
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Agreement is made and entered into this 2nd day of June, 2015, by and between The County of Lee, acting by and through its governing body, the Lee County Commission, hereinafter referred to as COUNTY, the City of Auburn and the City of Opelika, hereinafter referred to as CITIES acting by and through its governing body, the City Council, both of Lee County, State of Alabama, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 11-102-1 of the Code of Alabama (1975): 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 part for the services or functions under this Agreement: and

WHEREAS, the total amount of the grant application is \$24,617, the CITIES and COUNTY agrees to equally share grant funds.

WHEREAS, the City of Auburn, City of Opelika, and Lee County believe it to be in their best interests to reallocate JAG funds.

NOW, THEREFORE, the CITY OF AUBURN, the CITY OF OPELIKA, and COUNTY agree as follows:

Section 1.

The City of Opelika agrees to pay Lee County a total of \$8,205.66 and agrees to pay the City of Auburn a total of \$8,205.66 for purchases allowed within grant purposed areas.

Section 2.

The City of Opelika agrees to advertise the application and make available to the governing body and for citizens comments, for a 30-day period prior to submission to the U. S. Department of Justice, Bureau of Justice Assistance.

Section 3.

Each party in 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 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

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Section 5.

The parties of the Agreement will adhere to all applicable Special Conditions of this Award, to include, but not limited to timely submission of all financial and programmatic information requests by the Awarding Agency.

Section 6.

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 AUBURN

CITY OF OPELIKA

LEE COUNTY COMMISSION

Mayor

Mayor

Chairman

ATTEST:

ATTEST:

ATTEST:

City Manager

City Clerk

Administrator

STATE OF ALABAMA

STATE OF ALABAMA

STATE OF ALABAMA

COUNTY OF LEE

COUNTY OF LEE

COUNTY OF LEE

Sworn before me this
__ day of ____, 2015.

Sworn before me this
__ day of ____, 2015.

Sworn before me this
__ day of ____, 2015.

Notary Public

Notary Public

Notary Public

My commission expires:

My commission expires:

My commission expires:
