

**INTER-MUNICIPAL GOVERNMENT AGREEMENT
BETWEEN THE MUNICIPALITY/CITY
OF EAST FALLOWFIELD TOWNSHIP AND THE
COUNTY OF CHESTER**

**RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
AWARD**

This Agreement is made and entered into this _____ day of _____, 2009, by the County of Chester, acting by and through the Chester County Commissioners, hereinafter referred to as **COUNTY**, and the Municipality of East Fallowfield Township, acting by and through it's governing body, hereinafter referred to as **MUNICIPALITY**, both of Chester County, State of Pennsylvania, witnesseth:

WHEREAS, on February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009. The Act provides the U.S. Department of Justice with funding grants to assist state, local and tribal law enforcement to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. In an effort to meet that commitment, the Department of Justice has identified fourteen (14) **COUNTY MUNICIPALITIES** that qualify for funding under this grant offering; and:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that all awarded funds shall be dispersed to the awarded **MUNICIPALITY**, upon receipt by the **COUNTY**. The **MUNICIPALITY** fund distribution will be that amount as specified in the grant. It shall be the responsibility of the **MUNICIPALITY** to establish and maintain an account as specified in the Grant Offering under the "Trust Fund" heading; and:

WHEREAS, the **MUNICIPALITY** will be responsible for the administration of funds including: monitoring the funds and submitting reports including performance measures and program assessment data to the **COUNTY** no less than five (5) calendar days after the end of each calendar quarter.

NOW THEREFORE, the COUNTY and MUNICIPALITY agree as follows:

Section 1:

Nothing in the performance of this Agreement shall impose any liability for claims against the **COUNTY** other than claims for which liability may be imposed by the Political Subdivision Tort Claims Act. (42 Pa.C.S.A.8541 et. Seq.)

Section 2:

Nothing in the performance of this Agreement shall impose any liability for claims against the **MUNICIPALITY** other than claims for which liability may be imposed by the Political Subdivision Tort Claims Act. (42 Pa.C.S.A.8541 et. Seq.)

Section 3:

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 4:

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

Section 5:

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

Section 6:

It is understood that the allocation for East Fallowfield Township will be \$10,106.00

MUNICIPALITY: _____

COUNTY of CHESTER

Chairman

Chairman, County Commissioners

Date

Date

ATTEST:

Municipal Official & Title

County Official & Title

Date

Date

APPROVED AS TO FORM:

Municipal Solicitor

County Solicitor

Date

Date