

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF LAREDO
AND WEBB COUNTY
CONCERNING THE 2019 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM
GMS APPLICATION NUMBER #2019-H4385-TX-DJ**

PURPOSE

The purpose of this agreement is to establish an ongoing, collaborative relationship between the **CITY OF LAREDO** through the Laredo Police Department (hereinafter "City of Laredo") and **WEBB COUNTY** through the Webb County Sheriff Department (hereinafter "Webb County") by jointly applying for the 2019 Edward Byrne Justice Assistance Grant (JAG) Program.

PREAMBLE

WHEREAS, the City of Laredo wishes to partner with Webb County in the submission of an application for federal assistance to the U.S. Department of Justice to enhance public safety, and improve the quality of life for the residents of the City of Laredo and Webb County; and

WHEREAS, the City of Laredo, as primary grant applicant, and Webb County agree that this Memorandum of Understanding is needed in order to qualify for an award of Sixty-Six Thousand, One Hundred Twenty-Three Dollars (\$66,123) for Justice Assistance Application #2019-H4385-TX-DJ

NOW, THEREFORE, the City of Laredo and Webb County agree as follows:

I. TERM OF AGREEMENT

This Memorandum of Understanding shall take effect upon execution by both parties.

II. RESPONSIBILITIES OF THE CITY OF LAREDO

1. Jointly submit, with Webb County, Grant Application Number #2019-H4385-TX-DJ ("JAG") with the City of Laredo being the primary applicant;
2. Enter into an interlocal agreement with Webb County if Sixty-Six Thousand, One Hundred Twenty-Three Dollars (\$66,123) in grant money is awarded to the City of Laredo and wherein City agrees to pay Webb County a total of Thirty-Three Thousand, Sixty-One Dollars and Fifty Cents (\$33,061.50) from said grant; and
3. City of Laredo agrees that if Grant is awarded, the City of Laredo will be responsible for its own actions in providing law enforcement services.

III. RESPONSIBILITIES OF WEBB COUNTY

1. Jointly submit, with the City of Laredo, Grant Application Number #2019-H4385-TX-DJ ("JAG") wherein the City of Laredo will be primary grant applicant;
2. Enter into an interlocal agreement with the City of Laredo if Sixty-Six Thousand, One Hundred Twenty-Three Dollars (\$66,123) in grant money is awarded to the City of Laredo and wherein City agrees to pay Webb County a total of Thirty-Three Thousand, Sixty-One Dollars and Fifty Cents (\$33,061.50) from said grant; and
3. Webb County agrees that if Grant is awarded to the City of Laredo, Webb County will be responsible for its own actions in providing law enforcement services with moneys received from the City of Laredo under the grant.

IV. RESPONSIBILITIES OF BOTH PARTIES

1. The City of Laredo and Webb County agree that each party to this Memorandum of Understanding will hold each other harmless from any and all liability in connection with this agreement; and
2. The City of Laredo and Webb County agree that each party to this Memorandum of Understanding do not intend to create any obligations either expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory to this agreement.

V. NOTICES

For purposes of this agreement, the following addresses shall be used to hand-deliver or mail via certified mail all correspondence:

On behalf of **CITY OF LAREDO** to:

Rosario C. Cabello
Co-Interim City Manager
City of Laredo
1110 Houston
Laredo, Texas 78040

and

Robert A. Eads
Co-Interim City Manager
City of Laredo
1110 Houston
Laredo, Texas 78040

On behalf of **WEBB COUNTY** to:

Hon. Tano E. Tijerina
Webb County Judge
1000 Houston, 3rd Floor
Laredo, Texas 78040

and

Hon. Martin Cuellar
Webb County Sheriff
902 Victoria
Laredo, Texas 78040

VI. TERMINATION

This agreement may be terminated prior to the established termination date established herein upon 30 days written notice by either party to the other party.

VII. IMMUNITY

Neither the City of Laredo nor Webb County waive or relinquish any immunity or defense on behalf of themselves, their officers, employees and agents as a result of the execution of this Memorandum of Understanding and performance of the functions and obligations described herein.

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

VIII. AUTHORIZATION

Each of the undersigned represents and warrants that he has the authority to sign this interlocal agreement for his respective governing body, as evidenced by the referenced authorization noted in the next paragraph.

This Agreement was authorized by the Commissioners Court of Webb County on the _____ day of _____ 2019, and by the City Council of Laredo on the _____ day of _____ 2019.

CITY OF LAREDO

WEBB COUNTY

Rosario C. Cabello
Co-Interim City Manager

Tano E. Tijerina
Webb County Judge

Robert A. Eads
Co-Interim City Manager

Claudio Trevino,
Jr. Chief of Police

Martin Cuellar
Webb County
Sheriff

ATTEST:

Jose A. Valdez, Jr.
City Secretary

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

Ramon A. Villafranca, Jr.
Assistant General Counsel
Webb County Civil Division

2019 MOU -Edward Byrne Justice Assistance Grant (JAG) Program

Last Commissioners Court Meeting: **10/09/2018**

Submitted for: Erika Hernandez

Submitted By: Erika Hernandez

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a Memorandum of Understanding (MOU) for the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") funded by the Department of Justice ("DOJ") between Webb County on behalf of the Webb County Sheriff's Office and the City of Laredo acting on behalf of the Laredo Police Department, which will support equipment, training/travel, and supplies for law enforcement operational purposes. The proposed amount Webb County Sheriff's Office will receive is Thirty Three Thousand Sixty-One Dollars and Fifty Cents (\$33,061.50). There are no matching funds required and therefore there will be no impact to the general fund; and authorizing the County Judge to execute all relevant documents and any other matters incident thereto. **[Requested by Martin Cuellar, Webb County Sheriff Account No. to be determined based on the grant]**

Background:

This Memorandum of Understanding (MOU) is required as part of the FY 2019 JAG grant application as submitted by the Laredo Police Department in conjunction with the Webb County Sheriff's Office during late August 2019. Said Agreement is proper pursuant to Sec. 791.001 of the Texas Local Government Code.

Previous Court Action:

The 2019 JAG grant application was authorized to be submitted on 08/26/2019. The FY 2018 JAG MOU was authorized to be entered into on 10/09/2010.

Fiscal Impact

Budget Account Number: To be determined

Funding Source: Grant Revenue

Balance: \$33,061.50

Financial Impact:

\$33,061.50 estimated anticipated grant funding for the Webb County Sheriff's Office

Thus, no impact to the general fund