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;

- Enter into an interlocal agreement with the City of Laredo if Sixty-Six Thousand, One 2. 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
- Webb County agrees that if Grant is awarded to the City of Laredo, Webb County will 3. 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

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:

and

On behalf of CITY OF LAREDO to:

Rosario C. Cabello

Co-Interim City Manager

City of Laredo 1110 Houston

Laredo, Texas 78040

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 12^{th} day of November 2019, and by the City Council of Laredo on the 21^{st} day of October 2019.

CITY OF LAREDO	WEBB COUNTY
Rosario C. Cabello Co-Interim City Manager	Foli Tano E. Tijerina Adelai do Uribe m Webb County Judge Chief Exec. Administrate
Reludias	
Robert A. Eads	
Co-Interim City Manager	
Charle 7-1	M. Cuela ref.
Claudio Treviño, Jr.	Martin Cuellar
Chief of Police	Webb County Sheriff
ATTEST:	
1019/10	Som Marie Ray William Warrent
Jose A. Valdez, Jr.	AREDO, Margie Ramirez Ibarra
City Secretary	Webb County Clerk
APPROVED AS TO FORM:	A B Post
tummunting on	
Kristina L. Hale ALYCA J. CASHILON	Ramon A. Villafranca, Jr.
City Attorney	Assistant General Counsel
	Webb County Civil Division

MARGIE R. IBARRA COUNTY CLERK FILED

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WEBB COUNTY, TEXAS

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