

RESOLUTION NO. 2023-R75

A RESOLUTION SUPPORTING A MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN CITY OF NEW BRAUNFELS AND COMAL COUNTY FOR THE DISTRIBUTION OF FUNDS FOR A JOINT ALLOCATION OF FUNDING PROVIDED BY THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FISCAL YEAR 2023 LOCAL FORMULA SOLICITATION.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance issued a request for applications for the Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2023 Local Formula Solicitation; and

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance allows units of local government to utilize Edward Byrne Memorial Justice Assistance Grant Program Local Formula Solicitation funds to support a broad range of activities to prevent and control crime based on their local needs and conditions; and

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has awarded a joint allocation of \$28,942 in Fiscal Year 2023 Local Formula funds for the City of New Braunfels and Comal County; and

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has designated the City of New Braunfels and Comal County as disparate jurisdictions, allowing the governmental entities to consider the best interests of the jurisdictions when distributing their individually awarded funds, up to the total joint allocation amount, as subsequently stated in a Memorandum of Understanding to be approved by their governing bodies; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the Fiscal Year 2023 Local Formula funds to the CITY; and

WHEREAS, the COUNTY agrees to release claim of the individual allocation of \$10,014, and any prospective portion of the \$28,942 joint disparity allocation, to the CITY for the Fiscal Year 2023 Local Formula funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

THAT, the City of New Braunfels supports and commits to the distribution of funds for a joint disparity allocation of funding provided by the 2023 Byrne Justice Assistance Grant Program Award as outlined in the Memorandum of Understanding between the City of New Braunfels and Comal County as indicated in Exhibit "A" which is attached hereto

PASSED, ADOPTED AND APPROVED this 11th day of December 2023.

City of New Braunfels, Texas

NEIL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NEW BRAUNFELS, TEXAS, AND COUNTY OF COMAL, TEXAS

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD LOCAL JOINT DISPARITY ALLOCATION

This Memorandum of Understanding (MOU) is made and entered into this ____ day of December 2023, by and between the City of New Braunfels, acting by and through its governing body, the City Council, hereinafter referred to as CITY, and the COUNTY of Comal County, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, both of Comal County, State of Texas, witnesseth:

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 both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to release claim of the individual allocation of \$10,014, from the joint disparity allocation, and any claim of the joint allocation of \$28,942, to the CITY for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2023 Local Formula Solicitation (LOCAL JAG); and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds to the CITY.

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1.

COUNTY agrees to provide CITY a total of \$10,014 of JAG funds.

Section 2.

CITY agrees to use \$10,014, for the 2023 LOCAL JAG Program Year for eligible costs incurred until the grant term of September 30, 2026, or approved contract term extension date, whichever is later.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4.

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 5.

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

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.

Section 7.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas. In performing any activities reasonably related to this MOU, both CITY and COUNTY agree to comply with applicable provisions of federal, state, and local laws, and regulations in effect at the time of such activities.

Section 8.

This MOU shall become effective upon execution of the MOU by both Parties and the Parties agree that this MOU cannot be assigned.

Section 9.

This MOU constitutes the entire agreement of the Parties and supersedes any and all prior negotiations, correspondences, understandings, and agreements between the Parties respecting the subject matter hereof. Neither this MOU or any of its terms may be changed or modified, waived, terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.

Section 10.

Any notice required or permitted under this MOU must be in writing and shall be deemed to be delivered on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first-class mail, registered or certified, postage prepaid and addressed to the last known address of the recipient party.

CITY OF NEW BRAUNFELS, TEXAS

COMAL COUNTY, TEXAS

City Manager, Robert Camareno

County Judge, Sherman Krause

ATTEST:

ATTEST:

City Secretary, Gayle Wilkinson

County Clerk, Bobbie Koepp

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney, Valeria Acevedo

District Attorney, Jennifer Tharp