
**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEW BRAUNFELS, TEXAS & COMAL COUNTY, TEXAS**

**2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
LOCAL JOINT DISPARITY ALLOCATION \$15,497**

This Agreement is made and entered into this 17th day of October 2024, by and between Comal County, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of New Braunfels, acting by and through its governing body, the City Council, hereinafter referred to as CITY, 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 CITY agrees to release claim of the individual allocation of \$15,497, from the joint disparity allocation (JAG Award), to the COUNTY for the FY2024 LOCAL JAG Program; and

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

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1.

CITY agrees to provide COUNTY a total of \$15,497, of JAG funds.

Section 2.

COUNTY agrees to use \$15,497, for the 2024 LOCAL JAG Program Year until the grant term of September 30, 2025.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY 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.

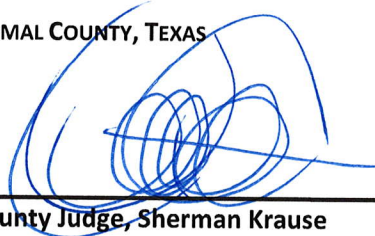
This MOU constitutes the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the Parties respecting the subject matter hereof. Neither this MOU or any of its terms may be changed or modified, waived, or terminated (unless 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 BRAUNFEL, TEXAS

COMAL COUNTY, TEXAS



City Manager, Robert Camareno

County Judge, Sherman Krause

ATTEST:

ATTEST:

City Secretary, Gayle Wilkinson



Bobbie Koepf

County Clerk, Bobbie Koepf

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney, Valeria Acevedo

Jennifer Tharp

District Attorney, Jennifer Tharp

2024 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	ANGELINA COUNTY	County	*	
TX	LUFKIN CITY	Municipal	\$15,520	\$15,520
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	\$65,625	
TX	TEMPLE CITY	Municipal	\$19,610	\$85,235
TX	BEXAR COUNTY	County	\$57,377	
TX	SAN ANTONIO CITY	Municipal	\$816,563	\$873,940
TX	BOWIE COUNTY	County	*	
TX	TEXARKANA CITY	Municipal	\$13,316	\$13,316
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	\$26,950	
TX	COLLEGE STATION CITY	Municipal	\$16,906	\$43,856
TX	CAMERON COUNTY	County	\$17,452	
TX	BROWNSVILLE CITY	Municipal	\$52,309	\$69,761
TX	COLLIN COUNTY	County	*	
TX	FRISCO CITY	Municipal	\$14,566	
TX	MCKINNEY CITY	Municipal	\$18,224	
TX	PLANO CITY	Municipal	\$31,722	\$64,512
TX	COMAL COUNTY	County	*	
TX	NEW BRAUNFELS CITY	Municipal	\$15,497	\$15,497
TX	DALLAS COUNTY	County	*	
TX	BALCH SPRINGS CITY	Municipal	\$10,703	
TX	CARROLLTON CITY	Municipal	\$15,884	
TX	DALLAS CITY	Municipal	\$766,798	
TX	DESOTO CITY	Municipal	\$12,453	
TX	DUNCANVILLE CITY	Municipal	\$10,043	
TX	GARLAND CITY	Municipal	\$43,901	
TX	GRAND PRAIRIE CITY	Municipal	\$30,676	
TX	IRVING CITY	Municipal	\$55,922	
TX	LANCASTER CITY	Municipal	\$15,679	
TX	MESQUITE CITY	Municipal	\$46,560	