



Marshall Police Department

Jesus Eddie Campa
Chief of Police

July 8, 2016

City Manager Agnor,

We are requesting that the following be placed on the upcoming agenda:
The Marshall Police Department issues TASER X-26 Electronic Control Devices to each officer assigned to the Patrol Bureau and several of the officers assigned to the Criminal Investigation Bureau. Most of the units are at least five to eight years old and several of them have begun to malfunction. TASER Inc identifies a period of five years as the expected life span of an X-26 unit. TASER no longer manufactures or sells the X-26. We would like to begin purchasing new TASER X-26P devices to replace the aging X-26s. We would like to use the \$11,777 allocated to the City of Marshall by the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) program to purchase 10 X-26P devices, 10 holsters for the TASERs, 20 battery packs, 1 data download kit and 19 TASER cartridges. The total expenditure, including shipping will be \$11,784.21, of which \$11,777 will come from JAG funds and the remaining \$7.21 will come from the MPD budget.

Harrison County did not receive an allocation in the 2016 program. This has created what is known as a disparate allocation. Under the rules of the program, the City of Marshall must have an agreement with Harrison County regarding this allocation. We contacted the Harrison County Sheriff's Office and were advised that they do not wish to apply for any of the funds in the 2016 JAG program. We have included a copy of an Interlocal Agreement with Harrison County which states that they do not wish to be included in the application for any of the funds under the 2016 JAG program. This Interlocal Agreement was placed on the agenda of the June 27th meeting of the Harrison County Commissioners Court, and was approved.

We would like to request the approval of the Marshall City Commission for the submission of an application for \$11,777 under the Byrne Memorial JAG program and the approval of the Interlocal Agreement with Harrison County regarding funds from this program.

Budget Detail

10 TASER X-26P	\$931.45 each	\$9,314.50
10 TASER Holster	\$55.11 each	\$551.10

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20 X26P Battery	\$65.72 each	\$1,314.40	
1 Data Download Kit	\$0.00		
19 25' cartridge	\$28.31	\$537.89	
Shipping		\$66.32	
Total			\$11,784.21

Respectfully,

Jesus E. Campa, Chief of Police

“Putting our community first”

THE STATE OF TEXAS
COUNTY OF HARRISON

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARSHALL, TX AND COUNTY OF HARRISON, TX
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ____ day of _____, 2016, by and between The COUNTY of Harrison, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Marshall, acting by and through its governing body, the City Commission, hereinafter referred to as CITY, both of Harrison County, State of Texas, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 791 Texas Local Government Code: and

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 allow the CITY to receive and utilize 100% of the JAG award for the 2016 MPD JAG Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to not reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$0.00 of JAG funds.

Section 2.

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 Texas Tort Claims Act.

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 Texas 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.

CITY OF MARSHALL, TEXAS

COUNTY OF HARRISON, TEXAS

City Manager

County Judge

ATTEST:

APPROVED AS TO FORM:

City Secretary

Assistant District Attorney

APPROVED AS TO FORM:

Contract Authorization

City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).