



Marshall Police Department

2101 East End Blvd N. • Marshall, Texas 75671 • (903) 935-4520 • Fax (903) 935-4558

Jesus Eddie Campa
Chief of Police

Memorandum

To: Members of the City Commission

From: Jesus E Campa, Chief of Police

Re: Memorandum of Understanding for the Justice Assistance Grant

Date : July 23, 2015

The Department of Justice has requested the the City of Marshall and Harrison County inter into a Memorandum of Understanding to clarify the Harrison County is not requesting any of the funds from the 2015 Edward Byrnes Justice Assistance Grant. The attached memorandum has been prepared to satisfy this request. Harrison County approved the memorandum at their last meeting.

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
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ____ day of _____, 2015, 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 2015 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).