

CITY SECRETARY CONTRACT NO. _____

THE STATE OF TEXAS
COUNTIES OF TARRANT,
DENTON AND WISE

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF FORT WORTH, ARLINGTON,
AND COUNTY OF TARRANT, TEXAS**

**FY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FORMULA
PROGRAM AWARD**

This Memorandum of Understanding ("MOU") is made and entered into this _____th day of _____ 2023, by and between the **County of Tarrant** ("COUNTY"), acting by and through its duly authorized representative, the **City of Fort Worth** ("CITY"), acting by and through its duly authorized representative, and the **City of Arlington** ("ARLINGTON" or "SUBRECIPIENT"), acting by and through their duly authorized representatives, located entirely within the State of Texas, witness the following:

WHEREAS, the governing bodies of CITY, COUNTY, and SUBRECIPIENT find that the performance of this MOU is in the best interests of all 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 MOU;

WHEREAS, under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("Grant"), the Department of Justice ("DOJ") awarded a total of \$598,089.00 to be distributed to the parties of this MOU;

WHEREAS, CITY agrees to serve as the fiscal agent for the Grant, and distribute all such funds between the parties;

WHEREAS, CITY agrees to provide COUNTY an amount of \$101,245.00 from the Grant award received by CITY;

WHEREAS, ARLINGTON agrees to provide COUNTY an amount of \$45,533.00 from the total Grant funds received from CITY below; and

WHEREAS, CITY, SUBRECIPIENT and COUNTY believe it to be in their best interests to reallocate the Grant funds as set forth herein.

NOW THEREFORE, the COUNTY, CITY, and SUBRECIPIENT agree as follows:

Section 1.

A breakdown of funds being allocated pursuant to this MOU is set forth in the table attached as Exhibit A to this MOU. As set forth in Exhibit A, CITY shall make the following reimbursements:

CITY agrees to reimburse COUNTY a total of \$157,755.00 of Grant funds. This total includes the amounts provided by CITY and SUBRECIPIENT as outlined above. In no event shall COUNTY receive more than \$157,755.00 under this MOU.

CITY agrees to reimburse ARLINGTON a total of \$136,598.00 of Grant funds which is the allocation total of \$182,131.00 minus 25% to Tarrant County.

Section 2.

The parties agree to utilize their jurisdiction's individual award as outlined in separate Memorandums of Understanding between the CITY and the individual SUBRECIPIENT or COUNTY.

Section 3.

It is expressly understood and agreed that, in the execution of this MOU, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 4.

Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 5.

This MOU creates no rights in any third party.

Section 6.

To each individual party, this MOU incorporates by reference, as if set forth at length herein, the terms and conditions contained in the following additional documents: (1) the Memorandums of Understanding between the CITY and the individual SUBRECIPIENT or COUNTY regarding the FY2023 Byrne Justice Assistance Grant; (2) the applicable Grant Award Agreement; and (3) the individual SUBRECIPIENT municipality's budget submitted in connection with this grant award. This MOU, including the documents incorporated specifically herein by reference, contains the entire understanding between the parties as to the matters contained herein. Any other oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.

The signature lines for the SUBRECIPIENT and the COUNTY are being executed on individual pages and are attached as part of this MOU.

Section 7.

The person signing this MOU for each party hereby warrants that he or she has the legal authority to execute this MOU on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. The other parties are fully entitled to rely on this warranty and representation in entering into this MOU. This MOU may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument. Any signature delivered by a party by

facsimile or other electronic transmission (including email transmission of a portable document file (pdf) or similar image) shall be deemed to be an original signature hereto.

(EXHIBIT AND SIGNATURE PAGES FOLLOW)

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EXHIBIT A

City-Subrecipient	DOJ Allocations	Tarrant County Rate %	Tarrant County Portion	Calculated Allocations	Final MOU Amounts
City of Arlington	\$182,131.00	25	\$45,533.00	\$136,598.00	\$136,598.00
City of Fort Worth	\$404,981.00	25	\$101,245.00	\$303,736.00	\$303,736.00
Tarrant County	\$10,977.00	N/A	\$10,977.00	\$157,755.00	\$157,755.00
Totals	\$598,089.00	-	\$157,755.00	\$598,089.00	\$598,089.00

IN WITNESS WHEREOF, the following authorized representatives execute this agreement:

CITY OF FORT WORTH, TEXAS

By: _____
Fernando Costa
Assistant City Manager
Date: _____

APPROVAL RECOMMENDED:

Robert A. Alldredge, Jr.
Executive Assistant Chief of Police

APPROVED AS TO FORM AND
LEGALITY:

Jerris Mapes
Assistant City Attorney

ATTEST:

Jannette S. Goodall
City Secretary

Date: _____

M&C No.: 23-0487
Contract No.: _____

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Angela Love
FWPD Grant Specialist

COUNTY OF TARRANT, TEXAS

By: _____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

By: _____
Criminal District Attorney's Office

CITY OF ARLINGTON, TEXAS

By: _____
Jennifer Wichman
Deputy City Manager

ATTEST

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY _____