COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144742

DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN TARRANT COUNTY, THE CITY OF FORT WORTH, AND THE CITY OF ARLINGTON RELATED TO THE FISCAL YEAR 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE FORMULA GRANT AWARD**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Memorandum of Understanding (MOU) between Tarrant County, the City of Fort Worth, and the City of Arlington related to the FY 2024 Edward Byrne Memorial Justice Assistance Formula (JAG) Program Grant award.

BACKGROUND

Under the FY 2024 JAG Program Grant, the Department of Justice (DOJ) has awarded a total of $519,546.00 to be distributed to Tarrant County and the Cities of Fort Worth and Arlington. The City of Fort Worth serves as the fiscal agent for the grant and is responsible for distribution of the funds per the MOU.

With approval, Tarrant County will be funded $137,402.00 from the total FY 2024 JAG Program Grant award for use in the Tarrant County Mental Health Law Enforcement Liaison Program managed by My Health My Resources of Tarrant County (MHMRTC).

The goal of the Law Liaison Program is to enhance coordination between law enforcement and mental health agencies to prevent the incarceration of persons with mental impairments and encourage participation in treatment services. Services provided through the program include specialized training of law enforcement officers, coordination among mental health service providers, health and wellness checks, and advocacy.

The Criminal District Attorney's Office has approved this MOU as to form.

FISCAL IMPACT

The grant award is for $137,402.00.
No match is required for this grant and no operating subsidy is needed.
There are no indirect costs for this grant.
This funding is part of a larger partnership between Tarrant County and MHMR for the Law Enforcement Liaison Program.

SUBMITTED BY	Budget and Risk Management	PREPARED BY:	Rand Otten
		APPROVED BY:	Robert Cone

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 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FORMULA PROGRAM AWARD

This Memorandum of Understanding ("MOU") is made and entered into this _____th day of _____2025, by and between the COUNTY of TARRANT, acting by and through its duly authorized representative (hereinafter referred to as COUNTY), the CITY of FORT WORTH, acting by and through its duly authorized representative (hereinafter referred to as CITY), and the City of Arlington acting by and through their duly authorized representatives (hereinafter referred to as SUBRECIPIENT), located entirely within the State of Texas, witnesseth:

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; and

WHEREAS, under the FY 2024 Edward Byrne Memorial Justice Assistance Grant (Grant), the Department of Justice (DOJ) has awarded a total of $519,546.00 to be distributed to the parties to this MOU; and

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

WHEREAS, DOJ agrees to provide the COUNTY an amount of $10,021.00 from the Grant award; and

WHEREAS, the CITY agrees to provide the COUNTY an amount of $88,399.00 from the Grant award; and

WHEREAS, SUBRECIPIENT agrees to provide the COUNTY an amount of $38,982.00 from the Grant award; and

WHEREAS, the 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 $137,402.00 of Grant funds. This total includes the amounts provided by CITY, SUBRECIPIENT, and a direct allocation outlined above. In no event shall County receive more than $137,402.00 under this MOU.

CITY agrees to reimburse ARLINGTON a total of $116,945.00 of Grant funds which is the allocation total of $155,927.00 minus 25% to Tarrant County.

Section 2.

The above parties agree to utilize their jurisdiction's individual award as outlined in a separate Memorandum of Understanding between the City of Fort Worth and the individual municipality 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.

As to each individual party, this MOU incorporates by reference the terms and conditions contained in the following three additional documents, as if set forth at length herein: (1) the Memorandum of Understanding between the City of Fort Worth and the individual municipality or county regarding the FY2024 Byrne Justice Assistance Grant; (2) the applicable Grant Award Agreement; and (3) the individual 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 prior or contemporaneous 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 each subrecipient are being executed on individual pages and are attached as part of the MOU.

Section 7.

The person signing this MOU 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 Party is 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 A

Table

City-Subrecipient	DOJ Allocations	Tarrant County Rate %	Tarrant County Portion	Calculated Allocations	Final MOU Amounts
Arlington	$155,927.00	0.25	$38,981.75	$116.945.25	$116,945.00
Fort Worth	$353,598.00	0.25	$88,399.50	$265,198.50	$265,199.00
Tarrant County	$10,021.00	-	$10,021.00	$137,402.25	$137,402.00
Totals	**$519,546.00**	-	**$137,402.25**	**$519,546.00**	**$519,546.00**

*amounts are rounded to the nearest whole number.

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

CITY OF FORT WORTH, TEXAS

By:_____
William Johnson
Assistant City Manager

APPROVAL RECOMMENDED**:**

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

APPROVED AS TO FORM AND
LEGALITY:

_____
Jerris Mapes
Assistant City Attorney

ATTEST:

_____
Jannette Goodall
City Secretary

Date:_____

M&C No.: 24-0506
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 Grants Specialist

COUNTY OF TARRANT, TEXAS

By: _____
Tim O'Hare
Tarrant County Judge

APPROVED AS TO FORM:

By:_____
Criminal District Attorney's Office

CITY OF ARLINGTON, TEXAS

By:_____
JENNIFER WICHMANN
Deputy City Manager

APPROVED AS TO FORM:
MOLLY SHORTALL
City Attorney

By:_____

ATTEST

By:_____
ALEX BUSKEN
City Secretary