GMS APPLICATION NUMBER 2009-F1338-TX-SB

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INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PLANO TEXAS, CITY OF ALLEN, CITY OF FRISCO, CITY OF MCKINNEY, CITY OF WYLIE AND THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN TEXAS FOR THE RECOVERY ACT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA AWARD

This Agreement is made and entered into this 27th day of April 2009, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of Allen, acting by and through its governing body, the City Council, hereinafter referred to as City of Allen; the City of Frisco, acting by and through its governing body, the City Council, hereinafter referred to as City of Frisco; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; the City of Wylie, acting by and through its governing body, the City Council, hereinafter referred to as City of Wylie; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

WHEREAS, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

WHEREAS, the JAG Award funds are ready to be disbursed; and

WHEREAS, this Agreement is made under the authority by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(the "Recovery Act) and by 42 U.S.C. 3751(a): and

WHEREAS, the governing body of each Party, 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, the governing body of each Party finds that the performance of this Agreement is in the best interests of the 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 Parties believe it to be in their best interests to reallocate the JAG Award funds.

NOW THEREFORE, the Parties agree as follows:

1. City of Plano agrees to pay CCSO a total of **$234,788.00** of the JAG Award funds which will be used by CCSO to purchase Law Enforcement equipment to enhance the department's ability to detect and deter crime, and to respond to emergency situations.

2. City of Plano agrees to pay the City of Allen a total of **$17,976.00** of the JAG Award funds which will be used by the City of Allen to upgrade its department's rifles to enhance responses to critical and emergency incidents.

3. City of Plano agrees to pay the City of Frisco a total of **$27,705.00** of the JAG Award funds which will be used by the City of Frisco to purchase 6 heavy ballistic vests and 14 PACA soft body armor and upgrade the existing interview room cameras.

4. City of Plano agrees to pay the City of McKinney a total of **$78,886.00** of the JAG Award funds which will be used by the City of McKinney to purchase a Skywatch Sentinal portable crime deterrence and surveillance tower that will provide a prominent police presence and convey critical information to first responders.

5. City of Plano agrees to pay the City of Wylie a total of **$11,420.00** of the JAG Award funds which will be used by the City of Wylie to purchase laptop computers and software licenses for their School Resource Officers so that they can enter reports from their School campus.

6. City of Plano agrees to receive the remaining total of **$226,929.00** of the JAG Award funds which will be used by the City of Plano to purchase the following equipment: In-House AFIS system for checking Class "C" fingerprints against a known data base; and to upgrade the Live Scan unit in the Jail and servers, switches and software to maintain video to comply with State of Texas Racial Profiling Legislation.

7. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.

8. 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.

9. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

10. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

[Remainder of Page Intentionally Left Blank]

CITY OF Plano, Texas,

By: _____
Thomas H. Muehlenbeck
City Manager

By: _____
Greg Rushin
Chief of Police

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Collin County Sheriff

By: _____
Keith Self
Collin County Judge

CITY OF MCKINNEY, TEXAS

By: _____
Frank Ragan
City Manager

By: _____
Doug Kowalski
Chief of Police

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas
City Manager

By: Michael A. Stephens For William S. Rushing
William S. Rushing
Chief of Police

CITY OF FRISCO, TEXAS

By: _____
George Purefoy
City Manager

By: _____
Todd Renshaw
Chief of Police

CITY OF WYLIE, TEXAS

By: _____
Mindy Mansen
City Manager

By: _____
John Duscio
Chief of Police

APPROVED AS TO FORM:

BY _____
Diane C. Wetherbee, City Attorney