

EXHIBIT "B"

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GMS APPLICATION NUMBER 2011-H3290-TX-DJ

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, AND THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN COUNTY, TEXAS FOR THE DISBURSEMENT OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD**

This Agreement is made and entered into this 4<sup>th</sup> day of August, 2011, 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 McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; 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 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 of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; 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 **\$25,263.00** of the JAG Award funds which will be used by CCSO to purchase spotlight mounted thermal imagers for Patrol vehicles.

2. City of Plano agrees to pay the City of McKinney a total of **\$15,770.00** of the JAG Award funds which will be used by the City of McKinney to upgrade the department's Mobile Information Platform System.

3. City of Plano agrees to receive the remaining total of **\$35,523.00** of the JAG Award funds which will be used by the City of Plano to purchase ballistic vests for the Police Department's Tactical Unit.

4. 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.


5. 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.

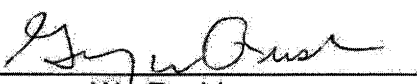
6. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

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

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CITY OF Plano, Texas,

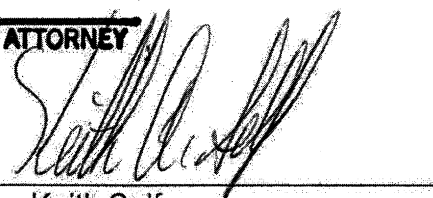
By:   
Bruce D. Glasscock  
City Manager

By:   
Gregory W.L. Rushin  
Chief of Police


**APPROVED AS TO FORMS**

  
Diane C. Wetherbee, CITY ATTORNEY  
COLLIN COUNTY SHERIFF'S OFFICE

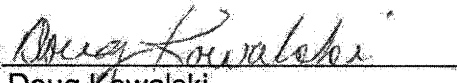
By:   
Terry Box  
Collin County Sheriff

By:   
Keith Self  
Collin County Judge

CITY OF MCKINNEY, TEXAS

By:   
Jason Gray  
City Manager

By Joe Williams, Deputy City Manager  
and authorized signatory

By:   
Doug Kowalski  
Chief of Police