

**EXHIBIT "A"**

**GMS APPLICATION NUMBER 2013-H4523-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 \_\_\_\_ day of \_\_\_\_\_, 2013, 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**, 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 forward to CCSO a total of **\$19,518.00** of the JAG Award funds which will be used by CCSO to purchase five radar units to be installed in patrol vehicles that currently do not have radar capability to enforce and monitor the traffic complaints received during patrol shifts.
2. City of Plano agrees to forward to the City of McKinney a total of **\$12,081.00** of the JAG Award funds which will be used by the City of McKinney to purchase a tactical robot for their SWAT unit.

3. City of Plano agrees to keep the remaining total of **\$21,456.00** of the JAG Award funds which will be used by the City of Plano to purchase GPS trackers for the Criminal Investigative Division.

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.

**CITY OF PLANO, TEXAS,**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

By: \_\_\_\_\_  
Gregory W. 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: \_\_\_\_\_  
Jason Gray  
City Manager

By: \_\_\_\_\_  
Joe Williams  
Chief of Police