

EXHIBIT "B"

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 ____ day of _____, 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.

[Remainder of Page Intentionally Left Blank]

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: _____
Doug Kowalski
Chief of Police