## **EXHIBIT "A"**

## **GRANT APPLICATION # 14261420**

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, CITY OF FRISCO, 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 \_\_\_\_\_, 2024, by and between the City of Plano, acting by and through its governing body, the Plano City Council, hereinafter referred to as City of Plano; the City of McKinney, acting by and through its governing body, the McKinney City Council, hereinafter referred to as City of McKinney; the City of Frisco acting by and through its governing body, the Frisco City Council, hereinafter referred to as City of Frisco; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

WHEREAS, the Parties have agreed that the City of Plano 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 \$16,129.00 of the JAG Award funds which will be used by CCSO to purchase dual purpose law enforcement canine.
- 2. City of Plano agrees to forward to the City of McKinney a total of \$13,668.00 of the JAG Award funds which will be used by the City of McKinney to purchase five pinhole cameras and two video recording devices to be used in the field during undercover operations.

- 3. City of Plano agrees to forward to the City of Frisco a total of \$10,924.00 of the JAG Award funds which will be used by the City of Frisco to purchase required technology and video equipment to assist in establishing a Real Time Information Center.
- 4. City of Plano agrees to keep the remaining total of \$23,791.00 of the JAG Award funds which will be used by the City of Plano to purchase Discreet Deployment Systems to be used in the field by the Mobile Field Force Unit.
- 5. 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.
- 6. 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.
- 7. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
- 8. 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: Mark D. Israelson City Manager	By: Ed Drain Chief of Police
By: Jim Skinner Collin County Sheriff	By: Chris Hill Collin County Judge
By: Paul G. Grimes City Manager	By: Joe Ellenburg Chief of Police
CITY OF FRISCO, TEXAS	
By: Wesley S. Pierson City Manager	By: