

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R09-010**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR JUSTICE ASSISTANCE GRANT PROGRAM GRANT FUNDING BETWEEN THE TOWN AND OTHER LOCAL GOVERNMENTAL ENTITIES LOCATED IN DALLAS COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the "JAG Program") authorize the Bureau of Justice Assistance, a component of the Office of Justice Programs, U.S. Department of Justice, to make funds (the "JAG Funds") available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

**WHEREAS**, the Town of Addison, Texas (the "City"), together with Dallas County (the "County") and other cities (the "Other Cities") located in Dallas County, is eligible for additional JAG Funds provided as a part of the American Recovery and Reinvestment Act of 2009, Public Law 111-5; and

**WHEREAS**, for purposes of allocation of the JAG Funds, the City is located in a "disparate jurisdiction," such jurisdiction occurring where a city is scheduled to receive one and one-half times more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the city's Part 1 violent crime (including murder and non-negligent manslaughter, forcible rape, robbery, and aggravated assault as reported to the Federal Bureau of Investigation for purposes of the Uniform Crime Reports); and

**WHEREAS**, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

**WHEREAS**, the City, the County, and the Other Cities, for purposes of receiving and administering the JAG Funds, to enter into that agreement entitled "Fiscal Agency Agreement for Justice Assistance Grant (JAG) Program Funding Provided Under the American Recovery and Investment Act of 2009" (the "Agreement"), a true and correct copy of which is attached hereto as Exhibit A and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

Section 1. Incorporation of Premises. The above and foregoing premises to this Resolution are true and correct and are incorporated herein and made a part hereof.

Section 2. Approval of Agreement; Authorization to Execute. The City Council does hereby approve the attached Fiscal Agency Agreement for Justice Assistance Grant (JAG) Program Funding Provided Under the American Recovery and Investment Act of 2009. The City Manager is authorized to execute the Agreement on behalf of the City.

Section 3. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 14th day of April, 2009.

  
\_\_\_\_\_  
Mayor Joe Chow

ATTEST:

By:   
\_\_\_\_\_  
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
John Hill, City Attorney

**EXHIBIT A**

**GMS Application # 2009-F1816-TX-SU  
FISCAL AGENCY AGREEMENT FOR  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDING  
PROVIDED UNDER THE AMERICAN RECOVERY  
AND REINVESTMENT ACT OF 2009**

**THIS AGREEMENT** (the "Agreement"), is made and entered into by and between the following parties:

The County of Dallas, Texas (the "County") located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Addison, Texas ("Addison"), located at Town Hall, 5300 Belt Line Road, Dallas, Texas 75254, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Balch Springs, Texas ("Balch Springs"), located at City Hall, 3117 Hickory Tree Road, Balch Springs, Texas 75180, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas ("Carrollton"), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Cedar Hill, ("Cedar Hill"), located at City Hall, 502 Cedar Street, Cedar Hill, Texas 75104, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Coppell, Texas ("Coppell"), located at City Hall, 255 Parkway Boulevard, Coppell, Texas 75019, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas ("Dallas"), located at City Hall, Room 7DN, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas ("DeSoto"), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Duncanville, Texas ("Duncanville"), located at City Hall, 203 East Wheatland Road, Duncanville, Texas 75138, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Farmers Branch, Texas ("Farmers Branch"), located at City Hall, 13000 William Dodson Parkway, Farmers Branch, Texas 75234, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas ("Garland"), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75046, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Glenn Heights, Texas ("Glenn Heights"), located at City Hall, 1938 S. Hampton, Glenn Heights, Texas 75154, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas ("Grand Prairie"), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas ("Irving"), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas ("Lancaster"), located at City Hall, 211 North Henry Street, Lancaster, Texas 75134, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas ("Mesquite"), located at City Hall, 1515 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas ("Richardson"), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The City of Rowlett, Texas ("Rowlett"), located at City Hall, 4000 Main Street, Rowlett, Texas 75088, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Seagoville, Texas ("Seagoville"), located at City Hall, 702 North Highway 175, Seagoville, Texas 75159, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned cities shall be referred to collectively in this Agreement as the "Cities."

**WITNESSETH:**

**WHEREAS**, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the "JAG Program") authorize the Bureau of Justice Assistance (the "BJA") to make funds (the "JAG Funds") available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

**WHEREAS**, the County and the Cities are eligible for additional JAG Funds provided as a part of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "Recovery Act") and have been certified by the BJA as a disparate jurisdiction; and

**WHEREAS**, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

**WHEREAS**, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

**WHEREAS**, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

**WHEREAS**, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

**WHEREAS**, each governing body 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 share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**SECTION 1. PURPOSE**

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (E) the allocation of JAG Funds for the County and the Cities after the grant administration fee has been deducted from the Initial Allocations (the "Final Allocations"); and (F) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

## **SECTION 2. FISCAL AGENT**

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities each agree to pay Dallas seven percent (7%) of their Initial Allocations for costs associated with administering the JAG Funds. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

## **SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS**

### **A. Reports.**

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than seven (7) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Annual Reports. The County and the Cities agree to provide Dallas with yearly performance reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with all Office of Justice Programs financial guidelines and all of the requirements of the Recovery Act, including but not limited to: Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; Recovery Act Tracking, Reporting, Quick-Start Activities, Contracts, Limit on Funds, Wage Rate Requirements, Buy American, and Use of Funds in Conjunction with Funds from Other Sources.

C. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial and programming records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

#### **SECTION 4. INITIAL ALLOCATIONS**

For 2009, the BJA has determined the Initial Allocation of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$21,149.00
ADDISON	\$53,035.00
BALCH SPRINGS	\$78,089.00
CARROLLTON	\$124,617.00
CEDAR HILL	\$55,801.00
COPPELL	\$14,804.00
DALLAS	\$7,115,022.00
DESOTO	\$66,538.00
DUNCANVILLE	\$67,026.00
FARMERS BRANCH	\$32,374.00
GARLAND	\$324,394.00

GRAND PRAIRIE	\$251,673.00
GLENN HEIGHTS	\$17,082.00
IRVING	\$404,923.00
LANCASTER	\$87,199.00
MESQUITE	\$260,784.00
RICHARDSON	\$127,870.00
ROWLETT	\$33,676.00
<u>SEAGOVILLE</u>	<u>\$22,613.00</u>
<b>TOTAL</b>	<b>\$9,158,669.00</b>

#### **SECTION 5. FISCAL AGENT GRANT ADMINISTRATION FEES**

The County and the Cities agree to transfer grant administration fees equal to seven percent (7%) of each party's Initial Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities as follows:

THE COUNTY	\$1,480.43
ADDISON	\$3,712.45
BALCH SPRINGS	\$5,466.23
CARROLLTON	\$8,723.19
CEDAR HILL	\$3,906.07
COPPELL	\$1,036.28
DALLAS	\$498,051.54
DESOTO	\$4,657.66
DUNCANVILLE	\$4,691.82
FARMERS BRANCH	\$2,266.18



GARLAND	\$22,707.58
GRAND PRAIRIE	\$17,617.11
GLENN HEIGHTS	\$1,195.74
IRVING	\$28,344.61
LANCASTER	\$6,103.93
MESQUITE	\$18,254.88
RICHARDSON	\$8,950.90
ROWLETT	\$2,357.32
<u>SEAGOVILLE</u>	<u>\$1,582.91</u>
<b>TOTAL</b>	<b>\$641,106.83</b>

#### SECTION 6. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are equal to the Initial Allocations less the transfer of the grant administration fees to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$19,668.57
ADDISON	\$49,322.55
BALCH SPRINGS	\$72,622.77
CARROLLTON	\$115,893.81
CEDAR HILL	\$51,894.93
COPPELL	\$13,767.72
DALLAS	\$7,258,077.29
DESOTO	\$61,880.34
DUNCANVILLE	\$62,334.18
FARMERS BRANCH	\$30,107.82

GARLAND	\$301,686.42
GRAND PRAIRIE	\$234,055.89
GLENN HEIGHTS	\$15,886.26
IRVING	\$376,578.39
LANCASTER	\$81,095.07
MESQUITE	\$242,529.12
RICHARDSON	\$118,919.10
ROWLETT	\$31,318.68
<u>SEAGOVILLE</u>	<u>\$21,030.09</u>
<b>TOTAL</b>	<b>\$9,158,669.00</b>

**SECTION 7. TERM**

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing this Agreement is obtained and shall terminate upon final expenditure of the funds in accordance with the JAG Program.

**SECTION 8. AGENCY**

The County and the Cities agree and acknowledge that each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

**SECTION 9. INDEMNIFICATION**

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorneys' fees, against the County arising out of any performance under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and employees.

Each City made a party to this Agreement agrees to be responsible for any liability or damages it may suffer as a result of claims, demands, costs, or judgments, including any reasonable attorneys' fees, against that respective City, arising out of any performance under this Agreement, or arising out of the performance of any services to be provided under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of the Agreement and caused by the sole negligence of that respective City, their agents, officers, and employees.

The Cities and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

#### **SECTION 10. FORMAL APPROVAL**

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and each of the Cities.

#### **SECTION 11. NO THIRD-PARTY BENEFICIARY ENFORCEMENT**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

#### **SECTION 12. NON-ASSIGNMENT**

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

#### **SECTION 13. RESPONSIBILITY**

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

#### **SECTION 14. NOTICE**

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to the another may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

<u>To the County:</u>	The County Judge Judge Jim Foster Administration Building 2nd Floor 411 Elm Street Dallas, Texas 75202
<u>To Addison:</u>	Chief of Police, Ron Davis Addison Police Department 4799 Airport Parkway Addison, Texas 75001
<u>To Balch Springs:</u>	Chief of Police, Ed Morris Balch Springs Police Department 12500 Elam Road Balch Springs, Texas 75180
<u>To Carrollton:</u>	Chief of Police, David James Carrollton Police Department 2025 East Jackson Road Carrollton, Texas 75006
<u>To Cedar Hill:</u>	Chief of Police, Stephen Rhodes Cedar Hill Police Department 285 Uptown Boulevard, Building 200 Cedar Hill, Texas 75104
<u>To Coppell:</u>	Chief of Police, Roy L. Osborne Coppell Police Department 130 Town Center Coppell, Texas 75019
<u>To Dallas:</u>	Chief of Police, David Kunkle Dallas Police Department 1400 South Lamar Street Dallas, Texas 75215

To DeSoto: Chief of Police, W.M. Brodnax  
DeSoto Police Department  
714 East Belt Line Road  
DeSoto, Texas 75115

To Duncanville: Chief of Police, Robert Brown  
Duncanville Police Department  
P.O. Box 380280  
Duncanville, Texas 75138

To Farmers Branch: Chief of Police, Sid Fuller  
Farmers Branch Police Department  
3723 Valley View Lane  
Farmers Branch, Texas 75244

To Garland: Chief of Police, Mitch Bates  
Garland Police Department  
1891 Forest Lane  
Garland, Texas 75042

To Grand Prairie: Chief of Police, Glen Hill  
Grand Prairie Police Department  
801 Conover  
Grand Prairie, Texas 75051

To Glenn Heights: Chief of Police, Phillip Mark Prasifk  
Glenn Heights Police Department  
550 East Bear Creek Road  
Glenn Heights, Texas 75154

To Irving: Chief of Police, Larry Boyd  
Irving Police Department  
P. O. Box 152288  
Irving, Texas 75015

To Lancaster: Chief of Police, Keith L. Humphrey  
Lancaster Police Department  
1501 North Dallas Avenue  
Lancaster, Texas 75134

To Mesquite: Chief of Police, Derek Rohde  
Mesquite Police Department  
P.O. Box 850137  
Mesquite, Texas 75185

To Richardson: Interim Chief of Police, Jimmy L. Spivey

Richardson Police Department  
P.O. Box 831078  
Richardson, Texas 75083

To Rowlett:

Chief of Police, Matt Walling  
Rowlett Police Department  
4401 Rowlett Road  
Rowlett, Texas 75088

To Seagoville:

Chief of Police, Patrick Stallings  
Seagoville Police Department  
600 North Highway 175  
Seagoville, Texas 75159

#### **SECTION 15. GOVERNING LAW AND VENUE**

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

#### **SECTION 16. LEGAL CONSTRUCTION**

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

#### **SECTION 17. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

#### **SECTION 18. CAPTIONS**

OFFICE OF THE CITY SECRETARY

RESOLUTION NO. R09-010

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**SECTION 19. AMENDMENTS; ENTIRE AGREEMENT**

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of the parties, to be attached to and made a part of this Agreement.

**IN WITNESS WHEREOF**, by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The City of Addison, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED BY THE  
CITY OF ADDISON:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Ron Whitehead, City Manager

\_\_\_\_\_  
Ron Davis, Chief of Police

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Hill, City Attorney