

RESOLUTION NO. 30-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE IN THE AMOUNT OF \$24,357.00; CONCURRING IN THE TRANSFER OF ALLOCATED FUNDS UNDER THE 2004 LOCAL LAW ENFORCEMENT BLOCK GRANT PROGRAM; DESIGNATING A RESPONSIBLE OFFICER AND A FISCAL OFFICER TO SERVE THE CITY OF MESQUITE IN REQUESTING A LOCAL LAW ENFORCEMENT BLOCK GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Mesquite is endeavoring to acquire law enforcement equipment and services under the Local Law Enforcement Block Grant Program; and

WHEREAS, the Attorney General of Texas has certified the existence of a funding disparity among certain cities and the county government in Dallas County impelling an agreement on the reallocation of funds; and

WHEREAS, representatives of Dallas County and the cities of Dallas, Carrollton, Garland, Grand Prairie, Irving, Richardson, DeSoto, Duncanville, Lancaster and Mesquite have reached tentative agreement on the transfer of certain Local Law Enforcement Block Grant funds to Dallas County; and

WHEREAS, after the transfer of allocated funds, the City Council of the City of Mesquite authorizes Mike Anderson, the Mayor of the City of Mesquite, to submit a grant application to request funding from the Bureau of Justice Assistance in the revised amount of \$24,357.00 and anticipates authorizing \$2,706.00 as the City's match in cash contribution; and

WHEREAS, it is anticipated that the City of Mesquite will endorse this project based on availability of funds and the success of the project.

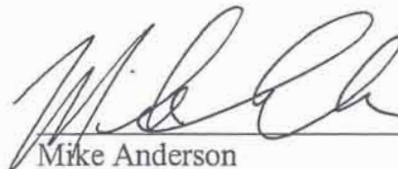
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That Mike Anderson, Mayor of the City of Mesquite, is hereby authorized to submit a grant application to the Bureau of Justice Assistance in the amount of \$24,357.00 and authorized to execute an agreement on behalf of the City of Mesquite between Dallas County and the cities of Dallas, Carrollton, Garland, Grand Prairie, Irving, Richardson, DeSoto, Duncanville, Lancaster and Mesquite regarding the transfer of certain funding allocated under the 2004 Local Law Enforcement Block Grant Program.

SECTION 2. That Ted Barron, City Manager, is hereby designated Responsible Officer and Don Simons, Director of Finance, is hereby designated Fiscal Officer for the purpose of requesting, receiving and disbursing funds through the Bureau of Justice Assistance under the 2004 Local Law Enforcement Block Grant Program.

SECTION 3. That this resolution shall take effect immediately from and after its passage.

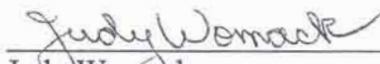
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 12th day of July, 2004.



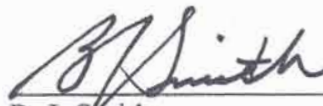
Mike Anderson
Mayor

ATTEST:

APPROVED:



Judy Womack
City Secretary



B. J. Smith
City Attorney

LOCAL LAW ENFORCEMENT BLOCK GRANT

SHARING FUNDS AGREEMENT

BETWEEN

DALLAS COUNTY, TEXAS

AND

**THE CITIES OF CARROLLTON, DALLAS, GARLAND, GRAND PRAIRIE, IRVING,
DESOTO, DUNCANVILLE, LANCASTER AND MESQUITE**

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

City of Carrollton, Texas (hereinafter referred to individually as "**CARROLLTON**"), located at City Hall, 1945 Jackson Road, Carrollton, TX 75006, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

City of Dallas, Texas (hereinafter referred to individually as "**DALLAS**"), located at City Hall, Room 7D North, 1500 Marilla Street, Dallas, TX 75201, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

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

City of Garland, Texas (hereinafter referred to individually as "**GARLAND**"), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, TX 75040, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

City of Grand Prairie, Texas (hereinafter referred to individually as "**GRAND PRAIRIE**"), located at City Hall, 317 West College, Grand Prairie, TX 75050, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

City of Irving, Texas (hereinafter referred to individually as "**IRVING**"), located at City Hall, 825 West Irving Boulevard, Irving, TX 75060, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution ; and,

City of Mesquite, Texas (hereinafter referred individually to as "**MESQUITE**"), located at City Hall, 1515 North Galloway, Mesquite, TX 75149, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

City of DeSoto, Texas (hereinafter referred individually to as "DESOTO"), located at City Hall, 211 Pleasant Run Rd., Suite A, DeSoto, Texas 75115, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

City of Duncanville, Texas (hereinafter referred individually to as "DUNCANVILLE"), located at City Hall, 203 East Wheatland Rd, Duncanville, Texas 75116, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

City of Lancaster, Texas (hereinafter referred individually to as "LANCASTER"), located at City Hall, 211 North Henry, Lancaster, Texas, 75134, is 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**.

WHEREAS, the Local Law Enforcement Block Grants ("LLEBG") Act of 1996 authorizes the Director of the Bureau of Justice Assistance ("BJA") to make funds available to units of local government in order to reduce crime and improve public safety;

WHEREAS, by letter dated June 1, 2004, (attached hereto as Exhibit "A" and incorporated herein by reference for all purposes), Greg Abbott, Attorney General for the State of Texas, through his Deputy Attorney General for Criminal Justice Don Clemmer, certified that the **COUNTY** and **CITIES** fell within the 400% disparity funding allocation, that **COUNTY** incurs more than 50% of the costs for the prosecution or incarceration of Part I violent crimes, and that the 400% disparity is likely to threaten the efficient administration of justice in the **County**;

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of funds prior to submitting their respective applications for LLEBG funds;

NOW THEREFORE, in consideration of the premises, promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

I. PURPOSE

COUNTY and **CITIES** agree and acknowledge that as certified disparate jurisdictions, the Parties must reach an agreement regarding the sharing of funds prior to submitting their respective applications with the BJA. Accordingly, this Agreement shall set forth the following:

- (i) the amount of funds originally allocated by the BJA before the Parties were certified to be

disparate jurisdictions; (ii) the amounts to be transferred among the respective jurisdictions; and (iii) the adjusted amount for each of the Parties.

**II.
TERM**

The term of this Agreement shall commence on the date of the last signature approving this Agreement and shall terminate upon final expenditure of the funds in accordance with the grant.

**III.
INITIAL ELIGIBLE AMOUNTS**

Prior to the Attorney General's certification of disparate funding between the COUNTY and CITIES, the BJA initially allocated the funds accordingly:

CARROLLTON	\$ 16,642.00
DALLAS (CITY)	\$ 1,285,766.00
GARLAND	\$ 40,639.00
GRAND PRAIRIE	\$ 33,779.00
IRVING	\$ 60,959.00
MESQUITE	\$ 34,796.00
DESOTO	\$ 11,842.00
LANCASTER	\$ 14,138.00
DUNCANVILLE	\$ 13,877.00
COUNTY	\$ <u>0.00</u>
TOTAL	\$ 1,512,438.00

**IV.
AMOUNTS TO BE TRANSFERRED**

CITIES agree to have the BJA directly transfer the following funds to COUNTY pursuant to this Sharing Funds Agreement:

CARROLLTON	\$	4,993.00
DALLAS (CITY)	\$	385,730.00
GARLAND	\$	12,192.00
GRAND PRAIRIE	\$	10,134.00
IRVING	\$	18,288.00
DESOTO	\$	3,553.00
DUNCANVILLE	\$	4,163.00
LANCASTER	\$	4,241.00
MESQUITE	\$	<u>10,439.00</u>
TOTAL	\$	453,733.00

V.
ADJUSTED AMOUNTS

The following amounts reflect the LLEBG funds each jurisdiction shall include in their respective LLEBG applications:

CARROLLTON	\$	11,649.00
DALLAS (CITY)	\$	900,036.00
GARLAND	\$	28,447.00
GRAND PRAIRIE	\$	23,645.00
IRVING	\$	42,671.00
MESQUITE	\$	24,357.00
DESOTO	\$	8,289.00
DUNCANVILLE	\$	9,714.00
LANCASTER	\$	9,897.00
COUNTY	\$	<u>453,733.00</u>

TOTAL

\$ 1,512,438.00

Each Party to this Agreement shall be solely responsible for providing its respective local match funds with regard to the adjusted amounts as required by the terms of any LLEBG award.

**VI.
APPLICATION OF FUNDS**

COUNTY agrees to prioritize the expenditure of its four hundred fifty-three thousand, seven hundred thirty-three dollars and no/100 (\$453,733.00) in the following manner:

Continue development of an adult criminal justice information system.

Additionally, the Parties agree that COUNTY has no obligation to provide any additional funds under this Agreement, even if the 2004 LLEBG funding is insufficient to fully accomplish the priority set forth above. In the event LLEBG funds remain upon completion of the project set forth herein, as determined by COUNTY, COUNTY may expend such funds on other eligible projects under the grant in COUNTY's sole discretion.

**VII.
AGENCY**

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

**VIII.
INDEMNIFICATION**

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 COUNTY arising out of any performance under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and caused by the sole negligence of the COUNTY, its agents, officers and/or 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 person or persons, or to the property of any person or person(s) or corporation(s)

occurring during the performance of the Agreement and caused by the sole negligence of that respective CITY, their agents, officers, and/or employees.

CITIES and COUNTIES 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.

IX.
AMENDMENTS OR MODIFICATION

This Agreement shall not be amended or modified except by written agreement executed by duly authorized representatives of the Parties.

X.
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.

XI.
NOTICE

Any notice or certification provided for in this Agreement to be given by either Party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To COUNTY: County Judge
 Margaret Keliher
 Administration Building - 2nd Floor
 411 Elm Street
 Dallas, Texas 75202

To CITY: City of Carrollton
 Chief of Police, David James
 Carrollton Police Department
 2025 E. Jackson Road
 Carrollton, Texas 75006

To CITY: City of Dallas
Chief of Police, David Kunkle
Dallas Police Department
2014 Main Street
Room 506
Dallas, Texas 75201

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

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

To CITY: City of Irving
Chief of Police, Lowell Cannaday
Irving Police Department
P. O. Box 152288
Irving, Texas 75015-2288

To CITY: City of Mesquite
Chief of Police, Gary Westphal
Mesquite Police Department
P.O. Box 850137
Mesquite, Texas 75185

To CITY: City of DeSoto
Chief of Police, W.M. Broadnax
714 E. Belt Line Rd.
DeSoto, Texas 75115

To CITY: City of Duncanville
Chief of Police, Jack Long
P.O. Box 380280
Duncanville, Texas 75138-0280

To CITY: City of Lancaster
Chief of Police, Dan Shiner
1501 N. Dallas Ave.
Lancaster, Texas 75134

XII. SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

XIII. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

**XIV.
VENUE AND GOVERNING LAW**

This Agreement shall be expressly subject to the sovereign immunity of **COUNTY** and the governmental immunity of **CITIES**, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either **CITIES** or **COUNTY** shall be in Dallas County, Texas.

**XV.
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 **COUNTY** and **CITIES** and nothing contained in this Agreement shall be construed to create any rights for any third parties.

**XVI.
FORMAL COURT APPROVAL**

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the respective City Councils.

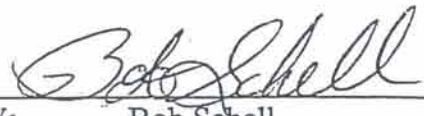
IN WITNESS WHEREOF by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both **COUNTY** and **CITIES**.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number 2004-1618 and passed on the 14th day of September, 2004.

COUNTY OF DALLAS


BY: Margaret Kelihier
County Judge

APPROVED AS TO FORM:


BY: Bob Schell
Chief, Civil Section

ORDER NO: 2004 1618

COURT ORDER

DATE: SEP 14 2004

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 14th day of September, 2004, on motion made by Mike Cantrell, Comm. Dist. #2, and seconded by John Wiley Price, Comm. Dist. #3, the following Order was adopted:

- WHEREAS, on September 7, 2004, Commissioners Court was briefed concerning stipulations of the 2004 Local Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice; and
- WHEREAS, the Office of Budget and Evaluation recommends that the sharing funds agreement with the participating jurisdictions be accepted by Commissioners Court; and
- WHEREAS, the Dallas County Commissioners Court further authorizes the County Judge to sign all related documents in the execution of the agreement; and
- WHEREAS, one of the two stipulations of the LLEBG grant is that an advisory board be appointed to make non-binding recommendations on the use of funds; and
- WHEREAS, the second grant stipulation is that a public hearing on the use of funds must be held prior to Commissioners Court making a final decision on the allocation of funds.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Dallas County Commissioners Court approves the appointment to the 2004 LLEBG advisory board of Danny Chandler, Office of Security and Emergency Management as the law enforcement member, Judge John C. Creuzot as the Judiciary member, Kim Gilles as the member for the District Attorney's Office, Martha Hawkins, DISD as the member for schools, and Paige Flink of The Family Place as the non-profit member, and that a public hearing be set on October 5, 2004, during the normal Commissioners Court session to accept citizen comment concerning the use of 2004 LLEBG funds, and further authorizes the County Judge to serve as the authorized official who has the power to apply for, accept, reject, alter, or terminate this grant and sign all related documents.

DONE IN OPEN COURT this the 14th day of September, 2004.

Margaret Keliher
Margaret Keliher
County Judge

ABSENT
Jim Jackson
Commissioner District 1

Mike Cantrell
Mike Cantrell
Commissioner District 2

John Wiley Price
John Wiley Price
Commissioner District 3

Kenneth A. Mayfield
Kenneth A. Mayfield
Commissioner District 4

Recommended By: Ryan Brown
Ryan Brown, Budget Officer

The City of Mesquite, State of Texas, has executed the Agreement pursuant to
duly authorized City Council Resolution 30-2004, Minutes NIA
Dated the 12 day of July, 2004.

CITY OF MESQUITE:



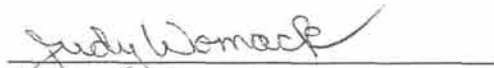
BY: Mike Anderson
Mayor

RECOMMENDED BY:



BY: Gary Westphal
Chief of Police

ATTEST:



BY: Judy Womack
City Secretary

APPROVED TO AS FORM:



BY: City Attorney or designee