

**GMS Application # 2019-H4010-TX-DJ  
2019 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FUNDS SHARING AND FISCAL AGENCY AGREEMENT**

**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, 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 Balch Springs, Texas (“Balch Springs”), located at City Hall, 13503 Alexander Road, Balch Springs, Texas 75181, 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 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;

The City of Duncanville, Texas (“Duncanville”), located at City Hall, 203 East Wheatland Road, Duncanville, TX 75116, 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 75040, 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 75146, 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, 757 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 aforementioned Cities shall be referred to collectively in this Agreement as the “Cities.”

The County and Cities that are signatories to this Agreement are the only parties to this Agreement.

#### **W I T N E S S E T H:**

**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 Department of Justice’s 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 2019 JAG Program Funds 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**, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

**WHEREAS**, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; 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, and

**WHEREAS**, on September 26, 2019, the United States District Court for the Northern District of Illinois issued a permanent injunction against the Department of Justice's imposition of the challenged immigration-related grant conditions for FY 2017, 2018, 2019, and all future grant years, and as a result, the Department of Justice is permanently enjoined from imposing the challenged conditions upon all USCM members that have been allocated, have applied for, or have been awarded Byrne JAG funds for FY 2017, 2018, 2019, and all future grant years, and

**WHEREAS**, as a result of this permanent injunction, U. S. Conference of Mayors (USCM) members, which includes the City of Dallas, that administer funds to subrecipients do not need to enforce the enjoined conditions, CLO certification requirements, or DHS questions requirements on those subrecipients, regardless of whether the subrecipients are USCM members.

**WHEREAS**, the Department of Justice advises that USCM members that administer funds to subrecipients should provide sufficient notice to subrecipients about the enjoined conditions in the event that the conditions are reinstated later by the appellate court, they have been included in this Agreement, and

**WHEREAS**, USCM members that are subrecipients are eligible to receive awards without the enjoined conditions being enforced. The City of Dallas, therefore, is not required to enforce the enjoined conditions, CLO certification requirements, or DHS questions requirements, on subrecipients that are USCM members, and USCM members that are subrecipients do not need to submit any of the CLO certifications or submit answers to DHS questions.

**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 Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) 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, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. 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 eighteen (18) 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) **Semi-Annual Reports.** The County and the Cities agree to provide Dallas with semi-annual progress 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 the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal year (FY) 2019 Local Assistance Application, all Office of Justice Programs financial guidelines and the Mandatory Award Terms and Conditions, and all of the requirements of the JAG Program guidance, including but not limited to: Administrative Funds, Disparate Certification, Prohibited and Controlled Uses, Compliance with Applicable Federal Laws, Body-Worn Camera (BWA) purchases, Body Armor, DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database, Interoperable Communications, 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; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; and the Uniform Administrative Requirements, Cost Principles, and Audits Requirements of Federal Awards, particularly, those set out at 2 CFR 200.303 and 2 CFR 200.205.

C. **Award Terms and Conditions.** Cities and County shall comply with the award terms and conditions, and other legal requirements, including but not limited to Office of Management and Budget (OMB), Department of Justice (DOJ), or other federal regulations which will be included in the award and are incorporated by reference into the award and into this Agreement, including, but not limited to, compliance with 8 U.S.C §1373, 1644 and related requirements regarding immigration requests from the Department of Homeland Security, except as these requirements are modified by the permanent injunction issued September 26, 2019, by the United States District Court for the Northern District of Illinois against the Department of Justice's imposition of the challenged immigration-related grant conditions for FY 2017, 2018, 2019, and all future grant years.

D. 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 2019, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$14,157.00
CARROLLTON	\$13,989.00
DALLAS	\$708,535.00
DESOTO	\$13,412.00
DUNCANVILLE	\$13,292.00
GARLAND	\$53,456.00
GRAND PRAIRIE	\$38,962.00
IRVING	\$36,991.00
LANCASTER	\$15,647.00
MESQUITE	\$40,909.00
<u>RICHARDSON</u>	<u>\$12,403.00</u>
<b>TOTAL</b>	<b>\$961,753.00</b>

#### **SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY**

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$4,247.10
CARROLLTON	\$4,196.70
DALLAS	\$212,560.50
DESOTO	\$4,023.60
DUNCANVILLE	\$3,987.60
GARLAND	\$16,036.80
GRAND PRAIRIE	\$11,688.60
IRVING	\$11,097.30
LANCASTER	\$4,694.10
MESQUITE	\$12,272.70
<u>RICHARDSON</u>	<u>\$12,403.00</u>
<b>TOTAL</b>	<b>\$297,208.00</b>

## **SECTION 6. ADJUSTED ALLOCATIONS**

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$297,208.00
BALCH SPRINGS	\$9,909.90
CARROLLTON	\$9,792.30
DALLAS	\$495,974.50

DESOTO	\$9,388.40
DUNCANVILLE	\$9,304.40
GARLAND	\$37,419.20
GRAND PRAIRIE	\$27,273.40
IRVING	\$25,893.70
LANCASTER	\$10,952.90
MESQUITE	\$28,636.30
<u>RICHARDSON</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$961,753.00</b>

## **SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES**

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$20,804.56
BALCH SPRINGS	\$693.69
CARROLLTON	\$685.46
DALLAS	\$63,570.81
DESOTO	\$657.19
DUNCANVILLE	\$651.31
GARLAND	\$2,619.34

GRAND PRAIRIE	\$1,909.14
IRVING	\$1,812.56
LANCASTER	\$766.70
MESQUITE	\$2,004.54
<u>RICHARDSON</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$96,175.30</b>

## **SECTION 8. FINAL ALLOCATIONS**

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$276,403.44
BALCH SPRINGS	\$9,216.21
CARROLLTON	\$9,106.84
DALLAS	\$528,578.99
DESOTO	\$8,731.21
DUNCANVILLE	\$8,653.09
GARLAND	\$34,799.86
GRAND PRAIRIE	\$25,364.26
IRVING	\$24,081.14
LANCASTER	\$10,186.20
MESQUITE	\$26,631.76

<u>RICHARDSON</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$961,753.00</b>

## **SECTION 9. APPLICATION OF COUNTY FUNDS**

The County agrees to prioritize the expenditure of its Final Allocation of Two Hundred Seventy-Six Thousand, Four Hundred Three Dollars and Forty-Four Cents (\$276,403.44) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2019 JAG Funds are insufficient to fully develop or implement the County's chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County's discretion, subject to the approval of the BJA, as required under the JAG Program.

## **SECTION 10. TERM**

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

## **SECTION 11. AGENCY**

The County and the Cities agree and acknowledge that, except to the extent specified in Section 2 of this Agreement, 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 12. 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, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

### **SECTION 13. FORMAL APPROVAL**

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

### **SECTION 14. 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 15. 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 16. NOTICE OF CONTRACT CLAIM**

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement. County and Cities shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims. This Agreement is also subject to the provisions of TEX. LOC. GOV'T CODE § 89.0041 (Notice of Suit Against County).

## **SECTION 17. 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 18. NOTICE**

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be affected 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.

To the County:

Dir. of Criminal Justice, Charlene Randolph  
Dallas County – Administration Building  
411 Elm Street, 2<sup>nd</sup> Floor  
Dallas, Texas 75202

To Balch Springs:

Chief of Police, Jonathan Haber  
Balch Springs Police Department  
12500 Elam Road  
Balch Springs, Texas 75180

To Carrollton:

Chief of Police, Derick Miller  
Carrollton Police Department  
2025 East Jackson Road  
Carrollton, Texas 75006

To Dallas:

Assistant City Manager, Jon Fortune  
Dallas City Hall  
1500 Marilla, 4DN  
Dallas, Texas 75201

To DeSoto:

Chief of Police, Joseph Costa  
DeSoto Police Department  
714 East Belt Line Road  
DeSoto, Texas 75115

To Duncanville: Chief of Police, Robert D. Brown, Jr.  
Duncanville Police Department  
203 East Wheatland Rd.  
Duncanville, Texas 75116

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

To Grand Prairie: Chief of Police, Steve Dye  
Grand Prairie Police Department  
1525 Arkansas Lane  
Grand Prairie, Texas 75052

To Irving: Chief of Police, Jeff Spivey  
Irving Police Department  
P. O. Box 152288  
Irving, Texas 75015

To Lancaster: Chief of Police, Samuel Urbanski  
Lancaster Police Department  
1650 North Dallas Avenue  
Lancaster, Texas 75134

To Mesquite: Chief of Police, Charles Cato  
Mesquite Police Department  
PO Box 850137  
Mesquite, Texas 75185-0137

To Richardson: Chief of Police, Jimmy L. Spivey  
Richardson Police Department  
P.O. Box 831078  
Richardson, Texas 75083

## **SECTION 19. 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 20. 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 21. 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 22. CAPTIONS**

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 23. AMENDMENTS; ENTIRE AGREEMENT**

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of all of the 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 all 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. This Agreement is to be effective upon the signature of both County and the Cities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE COUNTY OF DALLAS:**

---

Clay Lewis Jenkins, County Judge

**APPROVED AS TO FORM\*:**

JOHN CREUZOT  
DISTRICT ATTORNEY

---

Ben Stool  
Assistant District Attorney

\*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF BALCH SPRINGS:**

---

Susan Cluse, City Manager

**RECOMMENDED BY:**

---

Jonathan Haber, Chief of Police

**APPROVED AS TO FORM BY:**

---

Monte Akers, City Attorney

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF CARROLLTON:**

---

Erin Rinehart, City Manager

**RECOMMENDED BY:**

---

Derick Miller, Chief of Police

**APPROVED AS TO FORM BY:**

---

Meredith A. Ladd, City Attorney

EXECUTED by the City of Dallas, signing by and through its City Manager, duly authorized to execute same by Resolution No. 19-\_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 2019.

Acceptance of FY 2019 JAG awards by U.S. Conference of Mayors members (as designated in *Evanston v. Barr*) shall not be construed as acceptance of Special Conditions 31 through 41 thereof. Nor, given the injunction, currently in effect, in the litigation, against inclusion of those conditions in FY 2019 JAG awards, shall Special Conditions 31-41 be enforced against the foregoing jurisdictions while that ruling is in effect.

RECOMMENDED

---

U. RENEÉ HALL, Chief of Police

APPROVED AS TO FORM  
CHRISTOPHER J. CASO  
INTERIM CITY ATTORNEY

By: \_\_\_\_\_  
Assistant City Attorney

CITY OF DALLAS  
T. C. BROADNAX  
CITY MANAGER

By: \_\_\_\_\_  
Assistant City Manager

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE CITY OF DESOTO:**

**RECOMMENDED BY:**

---

M. Renee Johnson, Interim City Manager

---

Joseph W. Costa, Chief of Police

**APPROVED AS TO FORM BY:**

---

Joseph J. Gorfida, Jr, City Attorney

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF DUNCANVILLE:**

---

Kevin Hugman, City Manager

**RECOMMENDED BY:**

---

Robert D. Brown, Jr., Chief of Police

**APPROVED AS TO FORM BY:**

---

Robert Hager, City Attorney

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF GARLAND:**

---

Bryan Bradford, City Manager

**RECOMMENDED BY:**

---

Jeff Bryan, Chief of Police

**APPROVED AS TO FORM BY:**

---

Brad Neighbor, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF GRAND PRAIRIE:**

---

Tom Hart, City Manager

**RECOMMENDED BY:**

---

Steve Dye, Chief of Police

**APPROVED AS TO FORM BY:**

---

Megan Mahan, City Attorney

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE CITY OF IRVING:**

---

Rick Stopfer, Mayor

**RECOMMENDED BY:**

---

Jeff Spivey, Chief of Police

**APPROVED AS TO FORM BY:**

---

Kuruvilla Oommen, City Attorney

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF LANCASTER:**

---

Jason Caudle, City Manager

**RECOMMENDED BY:**

---

Samuel Urbanski, Chief of Police

**APPROVED AS TO FORM:**

---

David Ritter, City Attorney

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF MESQUITE:**

---

Cliff Kehely, City Manager

**RECOMMENDED BY:**

---

Charles Cato, Chief of Police

**APPROVED AS TO FORM BY:**

---

David L. Paschall, City Attorney

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED BY THE  
CITY OF RICHARDSON:**

---

Dan Johnson, City Manager

**RECOMMENDED BY:**

---

Jimmy L. Spivey, Chief of Police

**APPROVED AS TO FORM:**

---

Peter G. Smith, City Attorney