

APPLICATION FOR

2. DATE SUBMITTED 06/28/2010		APPLICATION IDENTIFIER	
1. TYPE OF SUBMISSION Application Non-Construction		3. DATE RECEIVED BY STATE	
		4. DATE RECEIVED BY FEDERAL AGENCY	
		STATE APPLICATION IDENTIFIER	
		FEDERAL IDENTIFIER	
5. APPLICANT INFORMATION			
Legal Name City of College Station		Organizational Unit College Station Police Department	
Address (city, state, and zip code) 2611 Texas Avenue College Station, Texas 77840-5039		Name and telephone number of the person to be contacted on matters involving this application Brandy Norris (979) 764-3651	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 74-6000534		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE Number: 16.738 CFDA Title: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Law Enforcement Technology Assistance	
12. AREAS AFFECTED BY PROJECT Cities of College Station, Bryan, and Brazos County, Texas			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICT(S) OF	
Start Date: 10/01/2010	Ending Date: 09/30/2011	a. Applicant TX17	b. Project TX17
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$91,598	Program is not covered by E.O. 12372	
b. Applicant	\$0		
c. State	\$0		
d. Local	\$0		
e. Other	\$0		
f. Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g. Total	\$91,598	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			
a. Typed Name of Authorized Representative Jeff Capps		b. Title Chief of Police	c. Telephone number (979) 764-3605
d. Signature of Authorized Representative			e. Date Signed

Previous Editions Not Usable

Standard Form 424 (Rev 4-88)
Prescribed by OMB Circular A-102

Abstract

This application is filed by the City of College Station, Texas Police Department in conjunction with the City of Bryan, Texas Police Department and the Brazos County, Texas Sheriff's Office. This title of this joint project is the Law Enforcement Technology Assistance. The goal of the project is to reduce, control and mitigate crime and the effects of crime on the community and improve law enforcement service delivery. Strategies include the use of wireless mobile data synchronization equipment for the purpose of providing information to officers in their patrol cars in a timely manner, providing officers with the ability and techniques or to sharpen existing ones in a safe environment, provide officers with the safety equipment necessary to train with firearms, enable officers to better monitor and enforce compliance with speed limit laws, provide officers with the ability to read large numbers of license plate numbers and compare these numbers against known data bases of license plate numbers to assist in the apprehension and identification of fugitives and stolen vehicles, enable dispatchers to separate their software programs in order to be able to handle multiple programs simultaneously; and the purchase and deployment of portable radio should microphones and video recorder units to more effectively document the daily activities of Sheriff's deputies.

Review Narrative

❖ Governing Body Notice for City of College Station, Texas Police Department:

On May 12, 2010, a council action form was submitted to place the MOU on the College Station City Council agenda for approval at the regular council meeting of May 27, 2010. On May 27, 2010, the College Station City Council approved the MOU between the City of College Station, City of Bryan, and Brazos County and authorized city staff to apply for the 2010 JAG grant. The meeting was open for public comment and notices were posted on the city's website.

❖ Governing Body Notice for City of Bryan, Texas Police Department:

On May 18, 2010, a council action form was submitted to place the MOU on the Bryan City Council agenda for approval at the regular council meeting of May 25, 2010. On May 25, 2010, the Bryan City Council approved the MOU between the City of College Station, City of Bryan, and Brazos County and authorized city staff to apply for the 2010 JAG grant. The meeting was open for public comment and notices were posted on the city's website.

❖ Governing Body Notice for Brazos County, Texas Sheriff's Department:

On June 22, 2010, a council action form was submitted to place the MOU on the Brazos County Commissioner's Court agenda for approval at the regular council meeting of June 22, 2010. On June 22, 2010, the Brazos County Commissioner's Court approved the MOU between the City of College Station, City of Bryan, and Brazos County and authorized the Sheriff's staff to apply for the 2010 JAG grant. The meeting was open for public comment and notices were posted on the city's website.



CITY OF COLLEGE STATION

COLLEGE STATION POLICE DEPARTMENT

News Release

Date: June 25, 2010
For Immediate Release

Prepared By:

Lt. Rodney Sigler
979-764-3600 rsigler@cstx.gov

The Edward Byrne Memorial Justice Assistance Grant (JAG)

The College Station Police Department will be filling a joint application with the Bryan Police Department and the Brazos County Sheriff's Office for the Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice.

Each Department will use the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.

A requirement of the JAG program is that the jurisdictions will submit a joint application for the total eligible allocation. The joint application must specify the award distribution to each unit of local government and the purpose for which the funds will be used.

The Bryan Police Department will receive \$55,550.05.

The College Station Police Department will receive \$22,308.25.

The Brazos County Sheriff's Office will receive \$13,739.70.

The College Station Police Department presented the JAG application to the College Station City Council on May 27, 2009. The Bryan Police Department presented the JAG application to the Bryan City Council on May 25, 2010 and the Brazos County Sheriff's Office presented the JAG application to the Commissioner's Court on June 22, 2010. If the public has any comments or concerns over the JAG program please contact Lt. Brandy Norris at 979-764-3651.

Questions regarding this news release may be directed to:

Officer Rhonda Seaton, Public Information Officer

College Station Police Department

2611 Texas Avenue

College Station, Texas 77840

Office Phone: (979) 764-3591

Department Phone: (979) 764-3600

Fax: (979) 764-3468

Email: rseaton@cstx.gov

Program Narrative

The City of College Station, Texas, City of Bryan, Texas and Brazos County, Texas wish to submit a joint application for grant funds under the U.S. Department of Justice's 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) program for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.

The City of College Station agrees to pay the City of Bryan a total of \$55,550.05 of JAG funds, Brazos County a total of \$13,739.70 of JAG funds and College Station agrees to retain a total of \$22,308.25 of JAG funds for a total of \$91, 598.00 of JAG funds.

The Purchasing Departments for the City of College Station, City of Bryan and Brazos County will assist each department, division, and their staff to procure quality goods and services at the best possible price that is necessary to provide the citizens with the services they expect. Quality goods and services are purchased within the guidelines of all applicable Federal, State, and Municipal purchasing laws. The goals of the Cities' Purchasing Divisions are to purchase quality goods and services; obtain the best possible price for goods and services; encourage and promote inter-local cooperation among area agencies; accept delivery of goods and services when and where needed; assure a continuing supply of needed goods and services; and guard against misappropriation of any assets procured. Additionally, they are committed to ensuring that public funds are safeguarded. Although the purchasing divisions do not usually designate the types of purchases to be made, they do see that the best value is received of the public dollar.

The City of College Station has specific general ledger accounts or program numbers assigned to each specific Grant. The Fiscal Services Department monitors these accounts/programs and keeps spreadsheets for each grant. When the City receives funds for a grant that has sub-grantees, we cut the sub-grantee a check for their portion of the grant. Quarterly, the City of College Station's accountant contacts the accountants for the sub-grantees and obtains information about their expenditures. Interest rates are also obtained and a calculation is prepared for the interest earned on the unexpended grant funds. This is added to program income and it is insured that it is spent on grant eligible expenditures. The City of College Station's accountant prepares the quarterly grant report. The City completes a single audit report at the end of the fiscal year. This report is audited by the City's outside auditing firm.

The City of Bryan and Brazos County agree to provide the City of College Station's Fiscal Services Department with quarterly updates as to the progress of their expenditures in order to assure that grant objectives are being met by all parties. The Fiscal Services Department in turn will provide quarterly reports to the Department of Justice as well as to all parties involved. These quarterly reports will show how the funds were received and disbursed for the different projects including the name and description of the project, the number of jobs created and retained (if applicable) because of the project, and when the project has been or is projected to be completed.

The Edward Byrne Memorial JAG funding received under this disparate jurisdiction grant would be applied by each law enforcement agency toward programs, equipment and technologies designed to enhance the effectiveness of law enforcement service delivery and reduce, control, and manage crime within each jurisdiction. While the funding of these programs, equipment purchases, and technologies will not result in the creation of additional jobs or the hiring of additional personnel, it is anticipated that each of these programs, technologies and equipment purchases will directly stimulate the economy within the first year of receipt of grant funds.

❖ **City of College Station, Texas Police Department Program Narrative**

The Department will use the JAG grant award for the purpose of supporting local initiatives, technical assistance, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs through:

- Wireless Mobile Data Synchronization Project – The implementation of mobile computers in patrol cars has significantly improved a police officer's capabilities in the field. However, one area that has been difficult to manage has been the synchronization of vital resource information on those computers, especially as the number of vehicles in the fleet continues to grow.

Today, our information technology department must touch each patrol car to make updates to policy and procedures, base maps for mapping, software updates and a variety of other resource documents that officers use during the course of their daily assignments. When this occurs, the vehicle must be taken out of service for these updates, therefore, removing that vehicle for a period of time for use by the patrol division.

As wireless technology becomes more dependable and affordable, it only makes sense to seek better ways to address this growing problem. As such, College Station Police Department has identified a secure, reliable and scalable wireless system that will allow for improved officer productivity through continuous synchronization of data between a data server and each mobile computer. This system will create a wireless zone that will allow for patrol car computers to connect with a server as they drive into the zone. Once connected, a handshake will occur between the server and the mobile computer to determine if any updates are available. Should an update exist, the server will initiate an upload to the mobile computer to update the respective file.

- Objective: Implementation of this system will not only address the aforementioned challenges, but will also allow the department as a whole to develop additional means to disseminate vital information to the front line officers.

- No additional personnel will be added as a result of this program. The equipment will be manned by existing personnel.
- Performance Measure: A significant increase in information that will become available to the field officers in a timely manner upon implementation.
- Completion date: Fiscal Year 2011

❖ **City of Bryan, Texas Police Department Program Narrative**

The Department will use the JAG grant award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs through:

- Weapons Handling & Manipulation Program - Training weapons (pistols and long guns) provide officers with the ability to acquire new skills and techniques or to sharpen existing ones in a safe environment. These implements can be valuable tools for trainers and instructors to monitor an officer's progress during drills, scenarios, and in making correct tactical decisions.
 - Objective: Enhanced skills levels and confidence in their abilities to perform are the goals of the department for officers attending classes where training weapons are implemented.
 - No additional personnel will be added as a result of this program. The equipment will be manned by existing personnel.
 - Performance Measure: The Bryan Police Department teaches multiple weapon oriented classes through its Training Unit and maintains strict adherence to record keeping regarding attendance and credit for training hours. Our agency excels in this area and is reflected in the Bryan Police Department being an accredited member of the Commission on Accreditation for Law Enforcement Agencies. As a measurement of the objectives performance, the Bryan Police Department will constantly monitor officer activity recorded in use of force reports, documentation during field training, and any other quantifiable input that would indicate if officers were responding with positive results to the skills and techniques attained during training. By maintaining a vigilant watch over incoming reports the department will be able to deduce the effectiveness of the program/objective.
 - Completion date: Fiscal Year 2011
- Firearms Training Program- Firearms are required equipment for Police Officers to be able to perform their duties. The weapons may be needed for the officer to protect themselves or a third party. While training with firearms certain protective

equipment is required as well including: eye and ear protection, a ballistic vest, and a cap with a brim.

- Objective: Enhanced skills levels, confidence in their abilities to perform, and a safe environment are the goals of the department for officers attending classes/training where live firearms are utilized.
 - No additional personnel will be added as a result of this program. The equipment will be manned by existing personnel.
 - Performance Measure: The Bryan Police Department maintains a strict adherence to accurate records keeping regarding firearms qualifications and weapon registration with the department. Our agency excels in this area and is reflected in the Bryan Police Department being an accredited member of the Commission on Accreditation for Law Enforcement Agencies. As a measure of the objectives performance, the Bryan Police Department will compare the annual firearms qualification year to year as well as address any concerns regarding safety equipment or training provided through evaluation of officer input gleaned from training critiques.
 - Completion date: Fiscal Year 2011
- Speed Measuring Equipment – Radar and lidar equipment provides officers with the ability to monitor and enforce compliance with speed limit laws on their roadways. The Bryan Police Department is in need of more radar and lidar units as well as power accessories.
- Objective: Increased compliance with the traffic law, especially speed laws, has been shown to equate to a decrease in traffic accidents. This new equipment will be utilized by the Traffic Safety Unit and Patrol to enforce the traffic law and thereby increase the safety of the driving public.
 - No additional personnel will be added as a result of this program. The equipment will be manned by existing personnel.
 - Performance Measure: After implementation of the new equipment for a year the Bryan Police Department will compare the previous year's statistics with that of the current year. Our goals are
 - 1) To increase traffic enforcement citations issued in both Patrol and Traffic Safety by 10%
 - 2) To realize a decrease in traffic accidents reported of 5%.
 - Completion date: Fiscal Year 2011

➤ Mobile License Plate Reader - The mobile license plate readers provides officers with the ability to read large numbers of license plate numbers and compare these numbers against known data bases of license plate numbers. The Bryan Police Department is in need of this technology to assist in the apprehension and identification of fugitive and stolen vehicles.

- Objectives: License plate readers allow officers to read large quantities of license plates and check them against known license plate data bases. These data bases house information about stolen vehicles, dangerous and wanted offender's vehicle information and many other types of valuable vehicle information. This information allows officers to quickly respond to these wanted and dangerous persons and It allows for the recovery of stolen vehicles from around the country. This new equipment will be primarily used by the uniformed patrol division to monitor vehicles that are both moving and stationary throughout our city.
- No additional personnel will be added as a result of this program. The license plate readers will be manned by existing personnel.
- Performance Measures: After fielding this equipment for a year the Bryan Police Department will calculate the total of wanted/dangerous persons and stolen vehicles recovered by the system. These totals will be compared to the previous year's totals. Our goals are 1) to increase the recovery of stolen vehicles by 30%, 2) increase the service of warrants against wanted persons by 10% and 3) use the system to track vehicle associated with violent and dangerous persons.
- Completion date: Fiscal year 2011

➤ Desktop Computers for 911 Dispatch – The 911 Dispatch area operates a large number of programs at one time and is in need of separating their software programs in order to be able to handle these different programs simultaneously.

- Objectives: Separating the CAD system from all other support programs (local record checks, license returns, etc.) would allow the 911 operators to operate these various programs more efficiently. The information that they need to pull up should be quickly available to them and by having separate processors would allow for a much quicker system.
- No additional personnel will be added as a result of this program. The equipment will be manned by existing personnel.
- Performance Measures: By separating the systems, it would result in less downtime for maintenance, a more stable operation of programs and an increase in efficiency of running multiple programs at one time.

- Completion date: Fiscal year 2011

- **Brazos County, Texas Sheriff's Office Program Narrative**

By more effectively documenting Traffic Violations, Citizens behaviors and Deputies conduct and procedures, it is the goal of the Brazos County Sheriff's Office to increase the likelihood of successful prosecutions while reducing court appearance time; enhance Deputy safety, performance and professionalism by utilizing post incident video for incident review and in-service training; reduce agency liability and defend against complaints which will improve community and media perceptions of the Office; and ensure proper chain of custody by seamlessly and automatically uploading video without the need for user intervention.

- Portable Radio Shoulder Microphone/Video Recorder Units – Over the last several years, the Brazos County Sheriff's Office has invested the funds awarded from JAG in Mobile Communications and Mobile Digital Video systems. Our current capability allows our Patrol Deputies to communicate with Dispatch via in-car mobile computers, run wanted persons and stolen vehicles, access mapping and do basic report writing while in the field and without having to return to the office. Recently, we have added to each of those computers a Digital Mobile Video System which records all audio and video once triggered by the Deputy, and automatically uploads that data wirelessly when that patrol vehicle is in the proximity of three strategically located upload sites. This video is then stored in Brazos County's main servers, where the Deputies can access the video files at their desktop workstation, tag the case numbers on those video files and electronically send specific video electronically to the Prosecutors Offices and the Courts without having to copy that data onto a disk.

With recent technological advances, we propose the next phase of this ongoing project to be the replacement of the shoulder worn handheld radio microphone that each Patrol Deputy wears on the front of his uniform with one that contains a Digital Video Recorder which will upload video to the in-car system and ultimately to the Brazos County main servers in the manner that current video is received.

- Objective: Since much of the Deputy's work is done away from the view of the camera mounted on the dash of the Patrol Car, this system will allow for the recording of video from the Deputy's point of view where ever he goes, allowing him to see inside a vehicle that he approaches or within a residence when he responds to a call for service. This will afford a second, up close perspective that the in-car video cannot capture, and therefore compliment that in-car video system.
- No additional personnel will be added as a result of this program. Existing procedures for uploading and processing video are currently in place.

- Performance Measure: As a measure of the objective performance, the Brazos County Sheriff's Office will compile the statistical data as to the number of videos in the following categories:
 - Video data uploaded
 - Videos electronically forwarded for prosecution
 - Videos used in follow up investigations
 - Videos used for in-service training
 - Videos review as a result of Citizen Complaint or Policy Violation
 - Videos utilized to commend performance

These categories can be compared to that statistical data of the current in-car video system alone. By performing the comparisons, the Brazos County Sheriff's Office will be able to deduce the effectiveness of the program and its objectives.

- Completion date: Fiscal Year 2010

Budget and Budget Narrative

Total Grant Funds \$91,598.00

❖ City of College Station, Texas Police Department 2010 JAG Grant Funds Budget:

Grant funds \$22,308.25

- Wireless Mobile Data Synchronization Project- \$22,293.74
 - Network Server - \$7000.00
 - Pilot Server/Mobile License - \$4722.22
 - Ten (10) Additional Mobile Licenses at \$188.89 each - \$1888.90
 - Policy and NAC Modules - \$2,243.06
 - Ten (10) Additional Policy and NAC Licenses at \$89.72 each - \$897.20
 - Analytics - \$472.22
 - Ten (10) Additional Analytics at \$18.89 each - \$188.90
 - Thirty five (35) Mobile Licenses at \$30.00 each - \$1050.00
 - Maintenance/Support - \$2756.24
 - Assorted Cables and Hardware - \$1075.00

❖ City of Bryan, Texas Police Department 2010 JAG Grant Funds Budget:

Grant funds \$55,550.05

- Weapons Handling & Manipulation Program - \$1,340.00
 - Twenty (20) Glock 21 Training Pistols at \$40.00 each - \$800.00
 - Four (4) M4Carbine Rifles at \$135.00 each - \$540.00
- Firearms Training Program - \$4,353.00
 - Five (5) Peltor Electronic Pro Earmuffs at \$160.00 each - \$800.00
 - Ten (10) Bilsom Leighning L3Earmuffs at \$10.00 each - \$200.00
 - Seven (7) Glock 21 SF .45 Pistols at \$479.00 each - \$3,353.00
- Speed Measuring Equipment - \$25,622.00
 - Four (4) Stalker DSR 2X Radars & Accessories at \$3,560 each - \$14,240.00
 - Four (4) Stalker Basic Moving Radars & Accessories at \$1295.00 each - \$5,180.00
 - Three (3) Stalker Corded Handle 12 Volt at \$105.00 each - \$315.00
 - Prolaser III - \$5,887.00
 - Two (2) Units at \$2943.50 each
- Mobile License Plate Readers - \$19,235.05
 - Two (2) Units at \$9,617.52 each
- Desktop Computer for 911 Dispatch
 - Six (6) Units at \$833.33 each - \$5000.00

❖ **Brazos County, Texas Sheriff's Office 2010 JAG Grant Funds Budget:**

Grant funds \$13,739.70

- Portable Radio Shoulder Microphone/Video Recorder Units - \$14,300.00
 - Twenty-two (22) units at \$650.00 each.

ROUTING SHEET
CONTRACTS & OTHER AGREEMENTS
 (These Documents Require Council Approval)

For Office Use Only:

____ Originals sent to Fiscal on ____
 ____ Copies sent to Legal on ____
 Scanned into Laserfiche on ____

Contract No.: <u>10-218</u>	Project No.: _____
Project Name: <u>Justice Assistance Grant- Inter-local Agreement</u>	
Name of Contractor: <u>Department of Justice/ City of Bryan/ Brazos County</u>	
Contract Description: <u>Inter-local agreement with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2010 Justice Assistance Grant (JAG)</u>	
CRC Approval Date (if required): _____	Department Representative/Extension
Council Approval Date (if required): <u>5/27/10</u>	<u>Scott McCollum, Asst. Chief of Police x 3607</u>
Agenda Item No.: <u>2c</u>	
Finance Review Required: Insurance Certificates <u>N/A</u> Performance Bond: <u>N/A</u> Payment Bond <u>N/A</u> (person reviewing, please Initial if approved)	
Comments: <u>ILA to address disparate situation is a requirement of the grant application process.</u>	

6 <u>Connie Hooks</u> CITY SECRETARY	<u>6-7-10</u> DATE
5 <u>Trancy Perry</u> MAYOR	<u>6-7-10</u> DATE
4 <u>Kathleen Mennel</u> CITY MANAGER	<u>6-4-10</u> DATE
3 <u>John C. Feltz</u> LEGAL DEPARTMENT	<u>6-3-10</u> DATE
2 <u>Jeffrey L. Evans</u> CHIEF FINANCIAL OFFICER	<u>6-2-10</u> DATE
1 <u>Greg Mace</u> DEPARTMENT DIRECTOR/ ADMINISTERING CONTRACT DIRECTOR	<u>6-1-10</u> DATE

**INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF
COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2010 BYRNE JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into by and between Brazos County, Texas (hereinafter referred to as the "County"), acting through its Commissioners' Court, the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, acting through its City Council; and the City of Bryan, Texas (hereinafter referred to as "Bryan"), a Texas Home Rule Municipal Corporation, acting through its City Council.

WHEREAS, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice's 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

WHEREAS, College Station will serve as the applicant/fiscal agent; and

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each governing body, 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, each governing body finds that the performance of this Agreement is in the best interests of all 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, College Station agrees to provide the County \$13,739.70 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, College Station agrees to provide Bryan \$55,550.05 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, College Station shall use their \$22,308.25 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, College Station, Bryan and the County believe it to be in their best interest to reallocate the JAG funds as described above,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. College Station agrees to pay the County a total of \$13,739.70 of JAG funds.
2. The County agrees to use the \$13,739.70 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. College Station agrees to pay Bryan a total of \$55,550.05 of JAG funds.
4. Bryan agrees to use \$55,550.05 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. College Station agrees to retain a total of \$22,308.25 of the JAG funds.
6. College Station agrees to use \$22,308.25 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
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; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2011.
12. **INDEMNIFICATION.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **CONSENT TO SUIT.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF COLLEGE STATION:

City Manager
City of College Station
P. O. Box 9960
College Station, Texas 77842

CITY OF BRYAN:

City Manager
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

BRAZOS COUNTY:

County Judge
Brazos County
300 East 29th Street, Suite 114
Bryan, Texas 77803

16. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
17. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
18. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
20. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
21. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse any other different or subsequent breach.
22. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
23. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
24. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED this the 25th day of May, 2010 by CITY OF BRYAN.

CITY OF BRYAN

By:

JASON P. BIENSKI
Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Lynne Stratta
for Mary Lynne Stratta
City Secretary

Janis K. Hampton
Janis K. Hampton
City Attorney

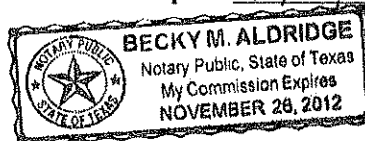
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, **JASON BIENSKI**, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of MAY, A.D. 2010.

Becky M. Aldridge
Notary Public, State of Texas
My Commission Expires: 11/26/2012



EXECUTED this the 14 day of June, 2010, by CITY OF COLLEGE STATION.

CITY OF COLLEGE STATION

Trancy Houny
Mayor

ATTEST:

Connie Hook
City Secretary

APPROVED:

Kathleen Memel
City Manager

Alan C. Falso
City Attorney

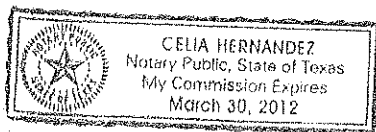
Jeffrey Kent
Chief Financial Officer

STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Nancy Berrey, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of June, A.D. 2010.



Celia Hernandez
Notary Public, State of Texas
My Commission Expires: March 30, 2012

Contract No. _____

EXECUTED this the 22nd day of June, 2010 by BRAZOS COUNTY.

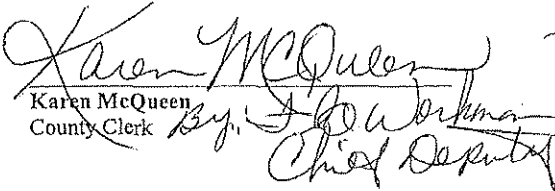
COUNTY OF BRAZOS

By:


RANDY SIMS
County Judge

ATTEST:

APPROVED AS TO FORM:


Karen McQueen
County Clerk

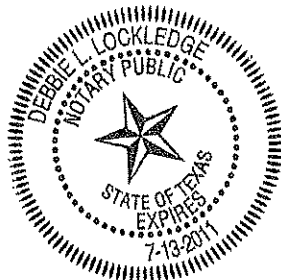

Counsel for Brazos County

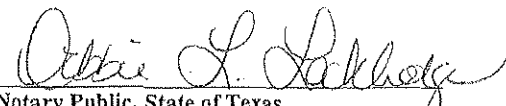
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared RANDY SIMS, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of June, A.D. 2010.




Notary Public, State of Texas
My Commission Expires: 7/13/2011

From: Womack, Esmeralda
Sent: Monday, August 08, 2011 9:08 AM
To: 'Brandy Norris'
Subject: RE: Travel and installation costs are allowable... RE: Questions... RE: Question re: Mobile Data Synchronization Project... RE: 2010-DJ-BX-0423

Have a good day!

I apologize for the delay in responding. I just returned to the office. I was not in the office on Friday.

From: Brandy Norris [<mailto:Bnorris@cstx.gov>]
Sent: Monday, August 08, 2011 9:05 AM
To: Womack, Esmeralda
Subject: Travel and installation costs are allowable... RE: Questions... RE: Question re: Mobile Data Synchronization Project... RE: 2010-DJ-BX-0423

Good Morning!

That's great to hear, thank you! We will move forward today with the project. Once I get a final invoice, I'll send you an email. Have a great day!

Brandy

Assistant Chief Brandy Norris
Administrative Services Division
College Station Police Dept.
2611 Texas Ave.
College Station, TX. 77840
Phone: (979) 764-3626
Fax: (979) 764-3468
email: bnorris@cstx.gov

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>>> "Womack, Esmeralda" <Esmeralda.Womack@usdoj.gov> 8/8/2011 7:45 AM >>>

Because the contract contains a provision for travel costs for the installation of equipment (per your email

notation below), said travel costs are allowable and can be charged to the grant.

For the grant file, please let me know the total cost for travel and installation, since this cost would be coming out of the mobile synchronization project

Talk to you soon!

From: Brandy Norris [<mailto:Bnorris@cstx.gov>]
Sent: Thursday, July 28, 2011 7:01 PM
To: Womack, Esmeralda
Subject: Questions... RE: Question re: Mobile Data Synchronization Project... RE: 2010-DJ-BX-0423

Hi Esmeralda,

Sorry for the delay in getting back to you. I was out of the office the first part of this week. I forwarded your email to our IT department for clarification and the answer to both of your questions is yes. There is a contract in place for the equipment and it has a provision for the travel, however nothing has been purchased yet. We've been holding what we've got until I received authorization to do so.

Thanks,
Brandy

Assistant Chief Brandy Norris
Administrative Services Division
College Station Police Dept.
2611 Texas Ave.
College Station, TX. 77840
Phone: (979) 764-3626
Fax: (979) 764-3468
email: bnorris@cstx.gov

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>>> "Womack, Esmeralda" <Esmeralda.Womack@usdoj.gov> 7/27/2011 7:07 AM >>>

Hello Assistant Chief Norris,

Few questions below:

Was the mobile equipment purchased via a contract?

-If so, what were the contract's stipulations on the installation of the equipment? Did the stipulations outline any travel costs for the installation of said equipment?

From: Brandy Norris [<mailto:Bnorris@cstx.gov>]
Sent: Monday, July 18, 2011 11:09 AM
To: Womack, Esmeralda
Cc: Jeffrey Capps
Subject: Question re: Mobile Data Synchronization Project... RE: 2010-DJ-BX-0423

Good Morning!

I did not compile the original grant information, so until I got the invoice last week to sign off on the installation expenses, I did not realize that this was a required expense. The overall budget we submitted is still accurate - we just did not allocate a specific amount to installation expenses. So, to answer your question, to pay for the installation, we would need to use the grant funds. I suspect that I need to specify that some of the funds will be designated for installation and not the actual equipment. Or, since the required installation is for equipment that already has been approved, does that approval cover it?

As always, thank you again for your help and have a great day!

Brandy

Assistant Chief Brandy Norris
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 College Station Police Dept.
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 email: bnorris@cstx.gov

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>>> "Womack, Esmeralda" <Esmeralda.Womack@usdoj.gov> 7/18/2011 9:28 AM >>>

Hello Assistant Chief Norris,

Hope all is well!

I reviewed the original budget submitted via the GMS. The Wireless Mobile Data Synchronization Project

includes a series of different items (e.g., licenses, modules, cables, hardware, etc.). How did the City intend to pay for the installation of these items, since installation costs were not allocated on the JAG budget?

--Esmeralda

From: Brandy Norris [<mailto:Bnorris@cstx.gov>]
Sent: Friday, July 15, 2011 11:24 AM
To: Womack, Esmeralda
Subject: 2010-DJ-BX-0423

Hi Esmeralda,

I hope your day is going well. I'm hoping you can clarify something for me. We are approved to fund a mobile synchronization project through this grant. The first step is the purchase and installation of a network server. I have just received the first invoice from the vendor. They have invoiced us for the cost of the equipment, but have also invoiced us for travel for their employees to travel here to do the install. The installation is not something my IT people can do and must be done by the vendor. Without this install, the project can not move forward.

Can I pay this travel bill with funds from this grant? If not, is this something that I can submit a GAN for?

Thanks,
Brandy

Assistant Chief Brandy Norris
Administrative Services Division
College Station Police Dept.
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College Station, TX. 77840
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Fax: (979) 764-3468
email: bnorris@cstx.gov

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March 20, 2012

Ms. Denise O'Donnell
Director
Bureau of Justice Assistance

Ref: Program Office Approval Request GAN on JAG Award #2010-DJ-BX-0423

Dear Ms. O'Donnell,

I am submitting this letter in support of our request for a change of scope from the original JAG award. The original award was allocated to purchase a mobile data synchronization system. This system was purchased and is currently in use. Fortunately, the system came in significantly under budget and there is \$7,153.22 left in the award.

With the remaining funds, we respectfully request to purchase six (6) wireless access points for our police department building, and storage magazines for distraction devices, a tripod for spotting scopes, and a tactical ladder for our tactical response team.

With more and more reporting processes being converted to electronic media, the ability to access servers to submit reports is critical. The installation of wireless access points will provide this ability for departmental employees. Wireless access points will also allow our citizens the ability to access the internet when necessary to provide needed information for reports they may need to file with our agency.

The equipment for the tactical response team includes two magazine storage units for distraction devices, a tripod for our snipers, and a tactical ladder. The magazine storage units will allow us to safely store and transport our distraction devices. Not only is this federally mandated, but should an accidental discharge occur, these units will contain the explosion to minimize damage and injury.

An important duty of our snipers is to gather intelligence on a scene and relay this intelligence back to other officers. They often do this by using a spotting scope attached to their rifle. When required to remain in position for an extended period of time, these officers can quickly become fatigued from holding the equipment. A small tripod attached to the spotting scope offers stability and lessens the physical burden on the officer.

The tactical team often finds itself on scenes that require them to gain access to buildings or spaces that require the use of a ladder. A tactical ladder is collapsible and portable and offers rapid deployment, quick retrieval, and strong stability when needed. It weighs considerably less than other ladders of similar size and can easily be converted to 24 different positions in order to provide access to any situation the team may encounter.

A C A L E A A c c r e d i t e d A g e n c y

The equipment costs are as follows:

Six (6) Wireless Access Points	\$ 3,956.04
Two (2) Magazine Storage Devices	\$ 2,763.79
Tactical Ladder	\$ 350.00
Compact Tripod	<u>\$ 77.45</u>
Total	\$7,147.28

Thank you for your consideration for this change in scope.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Capps", written in a cursive style.

Jeff Capps
Chief of Police
College Station Police Department