

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
DENTON, TEXAS, THE CITY OF THE COLONY, TEXAS, AND THE CITY
OF LEWISVILLE, TEXAS –
U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE JUSTICE
ASSISTANCE GRANT PROGRAM**

This Memorandum of Understanding (MOU) is made and entered into by and between The CITY of DENTON, TEXAS, CITY of LEWISVILLE, TEXAS, and the CITY of THE COLONY, TEXAS ("The Parties").

I. THE PARTIES:

Receiving Party: City of Lewisville, Texas, by and through its Police Department ("LPD" or "Receiving Party"), a local government of the State of Texas.

Lewisville Police Department
1187 Main Street
Lewisville, Texas 75067
Phone: 972-219-3000
Attn: Brook Rollins, Chief of Police
Email: brollins@cityoflewisville.com

Receiving Party: City of the Colony, Texas, by and through its Police Department ("CPD" or "Receiving Party"), a local government of the State of Texas.

The Colony Police Department
5151 N Colony Blvd
The Colony, Texas 75056
Phone: 972-625-1887
Attn: Phillip Foxall, Chief of Police
Email: pfoxall@thecolonytx.gov

Performing Party: City of Denton, Texas, by and through its Police Department ("DPD" or "Performing Party"), a local government of the State of Texas.

Denton Police Department
601 E. Hickory Street
Denton, TX 76205
Phone: 940-349-8181
Attn: Jessica Robledo, Chief Police
Email: jessica.robledo@cityofdenton.com

II. THE AWARDING OF THE DEPARTMENT OF JUSTICE ASSISTANCE GRANT:

On September 4, 2024, the U.S. Department of Justice - Office of Justice Programs - Edward Byrne Justice Assistance Grant ("JAG Grant") issued Local Solicitation Number

O-BJA-2024-172239 for FY 2024 (Exhibit "A"). This program furthers the Department of Justice mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

Pursuant to this solicitation and in accordance with the 2024 Texas Local JAG Allocation, Denton County, Texas, the City of Denton, Texas, the City of Lewisville, Texas, and the City of the Colony, Texas, were eligible for a JAG Grant totaling \$62,534, in the following amounts:

- a. The City of Denton: \$34,143.
- b. The City of Lewisville: \$22,314.
- c. The City of the Colony: \$10,748.
- d. Denton County: No amount was specified as Denton County did not submit the level of violent crime data to qualify for a direct award from the Bureau of Justice Assistance ("BJA").

The City of Denton applied for this solicitation and was awarded a JAG Grant for FY 2024 in the amount of \$62,534 (Exhibit "B"). Neither the City of Lewisville, the City of the Colony, nor Denton County applied for this solicitation. Although the City of Lewisville, the City of the Colony did not apply for this solicitation, the City of Denton understood that the funds must be shared with them through this Memorandum of Understanding.

IV. SERVICES TO BE PERFORMED AND OBLIGATIONS:

1. The CPD agrees to not exceed their allocation of \$10,748. LPD agrees to not exceed their allocation of \$22,314. Both CPD and LPD will only purchase the materials that were approved by granting agency.
2. The City of Denton will reimburse funds once equipment is purchased, and documents are provided.
3. It is the Parties understanding that this agreement is permitted by the JAG Grant and is for a legitimate law enforcement purpose.
4. The CPD and LPD agrees that they will follow all applicable obligations under the JAG Grant that extend to the use of equipment purchased.
5. Each Party shall be responsible for its own record keeping and compliance as required by the JAG Grant.

V. AMOUNT SHARED:

The amount paid to The City of Lewisville shall not exceed \$22,314.
The amount paid to The City of the Colony shall not exceed \$10,748.

VI. WARRANTIES AND DISCLAIMER:

1. Each Party warrants (1) it has authority to perform the services under authority granted by the Texas Constitution as a Home Rule Municipality and Chapter 791, Texas *Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this MOU, and (3) the representative

signing this MOU on Performing Party's behalf is authorized by its governing body to do so.

VII. TERM AND TERMINATION:

1. The terms in Sections IV.3-5, Article VI, Article VIII, and Article X shall survive the termination of this Agreement until such time as the applicable statute of limitations period has run, taking into account any applicable tolling principles.

VIII. NO WAIVER OF IMMUNITY:

It is expressly understood and agreed that under this MOU, neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

IX. INDEPENDENT CONTRACTOR:

Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties. Receiving Party assumes no liability for any Performers Party or Performing Party's Police actions and performance, and nothing herein contained shall be construed as limiting in any way the extent to which the Performing Party or the Performing Party's Police(s) may be held Damages to persons or property resulting from the Receiving Party's Officer(s) performance of the work covered under this MOU.

X. ADDITIONAL TERMS AND CONDITIONS:

Venue; Governing Law. Denton County Texas will be the proper place of venue for suit on or in respect of this MOU. This MOU, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this MOU, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This MOU supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This MOU and each of its provisions will be binding on the parties, and may not be waived, modified, amended, or altered, except by a writing signed by a duly authorized representative of both Parties.

Assignment. This MOU is not transferable or assignable except upon written approval by the Parties.

Severability. If any one or more of the provisions of this MOU will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this MOU will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

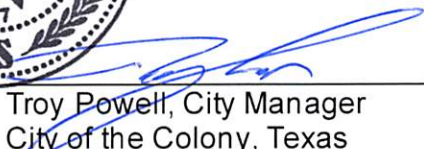
Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public

Information Act), as it applies to the Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.



FOR THE CITY OF THE COLONY, TEXAS

FOR THE CITY OF DENTON, TEXAS



Troy Powell, City Manager
City of the Colony, Texas

Sara Hensley, City Manager
City of Denton, Texas

Date: 6.3.2025


Date: _____


FOR THE CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager
City of Lewisville, Texas

Date: _____

APPROVED AS TO FORM AND CONTENT:


By: _____
Jeff Moore, City Attorney
City of the Colony, Texas


By: _____
Mack Reinwand, City Attorney
City of Denton, Texas

By: _____
Lizbeth Plaster, City Attorney
City of the Lewisville, Texas