

## **CARROLLTON-FARMERS BRANCH AUTO THEFT TASKFORCE LAW ENFORCEMENT INTERLOCAL AGREEMENT**

This Law Enforcement Interlocal Agreement is entered into by and between the City of Farmers Branch, Texas (“Farmers Branch”) and the City of Carrollton, Texas (“Carrollton”), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WHEREAS, the Cities to this Agreement desire to enter into this Agreement to confirm the mutual establishment of a collaborative Auto Crime Task Force and as an essential component of operations as a multi-agency task force, to purchase equipment and materials under the Drones as First Responder (DFR) 2.0 system, using unmanned aerial vehicles and ground-based radar facilities for motor-vehicle related crime detection, surveillance, and apprehension; and

WHEREAS, the parties intend to collaborate in an application for grant funding under the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) grant program in the amount of \$240,000, to be used to purchase the equipment and materials necessary under the DFR program; and

WHEREAS, should the MVCPA grant be approved, the parties have agreed to contribute matching funds of \$30,000 each, for the acquisition of equipment, services, and materials needed for the DFR program, which is quoted to cost \$300,000; and

WHEREAS, if approved and funded, the system equipment, platforms, staging facilities, hardware, software, and related equipment will be situated at a location to be provided by Farmers Branch pursuant to a License Agreement between Farmers Branch and Flock Group, Inc.; and

WHEREAS, the parties’ intent is to enter into this Agreement for the purpose of setting forth the parties’ respective obligations in the implementation of the Task Force and the application for MVCPA grants, which both parties find and determine to be in the best interests of the public and of the citizens of each party.

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

1. The Cities of Farmers Branch and Carrollton will participate in the creation of a collaborative Auto Crime Task Force (Task Force) focusing on reducing motor vehicle-related crimes through technology and intelligence sharing, utilizing officers and analysts from the police departments of Addison, Carrollton, and Farmers Branch, to enhance the region's crime prevention and enforcement efforts.

2. An integral component of the Task Force will be the acquisition and utilization of the Flock Drones as First Responder (DFR) 2.0 system. Farmers Branch will enter into an agreement with Flock Group, Inc. (Flock), for the purchase of equipment, materials, hardware, software, training, maintenance and repair for the system and will enter into a license agreement with Flock Group, Inc. to provide a base of operations for the system. Once in operation, the DFR 2.0 system will be used for shared law enforcement purposes within the jurisdiction of Farmers Branch and

Carrollton, and for shared law enforcement support and services in the jurisdictions participating in the Task Force.

3. The parties will, through multi-jurisdictional interlocal agreements, establish the Task Force's command structure consisting of officers, investigators, and analysts from both city's departments, who will meet regularly to share intelligence, discuss crime trends, and plan joint operations. In real-time crime situations, both agencies will deploy teams to assist with drone operations and provide additional manpower as needed for incident response. The Task Force will coordinate with each agency and each participating agency will coordinate with and may call upon the Task Force for assistance.

4. Farmers Branch will assume responsibility for the acquisition, procurement, installation, implementation and operation of the Flock DFR 2.0 system, including responsibility for remitting the purchase price of \$300,000.00. Upon installation, Carrollton will reimburse Farmers Branch the sum of \$30,000.00 within thirty (30) days after receipt of notice from Farmers Branch. Farmers Branch, with the advice and assistance of Carrollton, will submit an application for reimbursement for project costs with grant funding through the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) grant program in the amount of \$240,000.00. Farmers Branch will retain all grant proceeds when received. Consequently, the allocation of funding will be as follows:

<b>Agency</b>	<b>Item Description</b>	<b>Amount</b>	<b>Method of Payment</b>
Carrollton	Flock DFR 2.0	\$30,000.00	Cash
Farmers Branch	Flock DFR 2.0	\$30,000.00	Cash

5. The parties shall cooperate to ensure full compliance with the goals, strategies and activities of the MVCPA grant program and shall comply with all grant terms and conditions. This obligation includes but is not limited to Task Force participation and compiling and providing reports, data collection and processing, program evaluations, cost information, community outreach efforts.

6. Farmers Branch and Carrollton agree to each accept responsibility for their respective commitments and to adhere to all applicable federal, state, and local laws or regulations, as well as all grant rules and conditions.

7. The term of this Agreement will commence on the last date of execution by any party to this Agreement and will last for a period of one year. This Agreement may be renewed by agreement of the parties. This Agreement may terminate prior to the expiration of one year upon the dissolution of the Task Force. Upon termination of this Agreement, equipment, including vehicles, hardware, and other non-expendable items, will be returned to Flock or may be retained by Farmers Branch. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified, and inventory records will be updated. In the event that the MVCPA demands reimbursement of grant proceeds, both parties will share equally in providing reimbursement.

8. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

9. In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies has caused this Agreement to be executed and effective as of the last date written below.

CITY OF FARMERS BRANCH, TEXAS

CITY OF CARROLLTON, TEXAS

\_\_\_\_\_  
Benjamin Williamson, City Manager

\_\_\_\_\_  
Erin Rinehart, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney