

INTERAGENCY AGREEMENT

This Agreement is entered into by and between the City of Mansfield, a municipal corporation situated in Tarrant, Johnson and Ellis Counties, Texas, hereinafter referred to as "Mansfield," City of Burleson, a municipal corporation situated in Tarrant and Johnson Counties, Texas, hereinafter referred to as "Burleson," Ellis County, a political subdivision, of the State of Texas, hereinafter referred to as "Ellis," and Johnson County, a political subdivision, of the State of Texas, hereinafter referred to as "Johnson," pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WHEREAS, Mansfield, Burleson, Ellis and Johnson wish to file a joint grant application with the Automobile Burglary and Theft Prevention Authority of the State of Texas, for funding not to exceed \$152,237 for the formation of a joint task force; Tri-County Auto Burglary and Theft Prevention Task Force (Grant period is September 1, 2012 to August 31, 2013 and,

WHEREAS, Mansfield, Burleson, Ellis and Johnson have agreed to contribute the total of \$239,772 in matching funds if said joint application is approved:

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, Mansfield, Burleson, Ellis and Johnson agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow Mansfield, Burleson, Ellis and Johnson to file a joint application to form a joint task force with the Automobile Burglary and Theft Prevention Authority, which creates the Tri-County Auto Burglary and Theft Prevention Task Force which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on the execution of this Agreement and for the duration of the grant period.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, Mansfield, Burleson, Ellis and Johnson agree to contribute a total of \$239,772 in matching funds for the enhancement of the joint task force in the amounts as follows:

Cash Match: \$239,772
In-Kind Match: \$4,000

Broken down as follows: (Personnel)

<u>Agency</u>	<u>Salary & Benefits</u>	<u>ABTPA Funds</u>	<u>Agency Cash Match</u>	<u>In-Kind Match</u>
Johnson County Investigator Travel	\$75,625	\$44,361	\$31,264 \$1,056	
Ellis County Investigator Travel	\$82,187	\$44,361	\$37,826 \$1,056	
Burleson Investigator Travel	\$0	\$0	\$0 \$0	
Mansfield Investigator	\$130,397	\$0	\$130,397	
Secretary Part-time	\$16,998	\$16,998	\$0	
Crime Prevention Officer	\$16,555	\$0	\$16,555	
Grant Mgr.	\$19,365	\$0	\$19,365	
Volunteers				\$4,000
Operating Expenses		\$23,844		
Travel		\$10,000	\$2,053	
Supplies/ Equipment		\$12,673	\$200	

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of Joint Task Force is set out in the attachments to this Agreement, marked as Exhibit A inclusive and made a part hereof for all purposes.

ARTICLE V. OWNERSHIP OF EQUIPMENT

5.01 Upon termination of this Agreement, ownership of equipment, hardware, and other nonexpendable items will revert to the applicant for which it was acquired, subject to the approval of the Automobile Burglary and Theft Prevention Authority of the State of Texas.

ARTICLE VI. AMENDMENTS

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

ARTICLE VII. LEGAL CONSTRUCTIONS

7.01 In case any one or more of the provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as in such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Mansfield will oversee the administration, procurement, and reporting for the grant-funded activities and will act as the sole administrator of the grant funds.

Burleson, Ellis and Johnson agrees to participate in a collaborative manner with Mansfield throughout the life of the grant and comply with all requirements of administration, procurement, reporting and any other requirement as deemed necessary by the Automobile Burglary and Theft Prevention Authority of the State of Texas.

Mansfield, Burleson, Ellis and Johnson agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

Each party whose signature appears on this Agreement represents that they have the authority to enter into this Agreement for their represented agency.

ARTICLE IX. MODIFICATION

This Agreement may be modified upon the mutual written consent of the parties. Any such written communications should be sent to the following person at the following address:

For the City of Mansfield:

Gary Fowler
Chief of Police
1305 E Broad St.
Mansfield, Texas 76063

For the City of Burleson

Tom Cowan
Chief of Police
225 W Renfro St.
Burleson, Texas 76028

For Ellis County:

Sheriff Johnny Brown
Ellis County

300 South Jackson Street
Waxahachie, Texas 75165

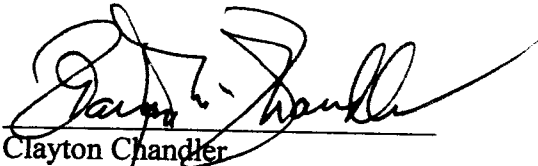
For Johnson County:
Sheriff Bob Alford
Johnson County
1102 E. Kilpatrick
Cleburne, Texas 76031

ARTICLE X. TERMINATION

This Agreement will remain in effect until the expiration of the grant period, unless one of the parties request termination or modification accompanied by 60 days notice of such request.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

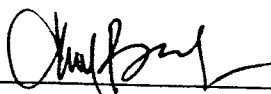
ON THIS THE 19th DAY OF November, 2012.



Clayton Chandler
City Manager
City of Mansfield

Tom Lewis
City of Burleson

02-07-13
Date



Ellis County

4/8/13

Date


Johnson County

3-11-13
Date