

## 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," *City of Kennedale*, a municipal corporation situated in Tarrant County, Texas, hereinafter referred to as "Kennedale," *Johnson County*, a law enforcement service, of the State of Texas, hereinafter referred to as "Johnson," and *Tarrant County Constable Precinct 7*, a political subdivision, of the State of Texas, hereinafter referred to as "Constable," pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WHEREAS**, Mansfield, Burleson, Kennedale, Johnson, and Constable wish to accept a joint grant award from the Automobile Burglary and Theft Prevention Authority of the State of Texas, for funding not to exceed \$394,341 for the formation and operation of a joint task force; Tri-County Auto Burglary and Theft Prevention Task Force (Grant period is September 1, 2015 to August 31, 2016) and,

**WHEREAS**, Mansfield, Burleson, Kennedale, Johnson, and Constable have agreed to contribute the total of \$196,237 in matching funds; and,

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

**WHEREAS**, Mansfield, Burleson, Kennedale, Johnson, and Constable 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, Kennedale, Johnson, and Constable to accept a grant award 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. The Statement of Grant Award and Approved Budget Summary are 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, Kennedale, Johnson, and Constable agree to contribute a total of \$196,237 in matching funds for the enhancement of the joint task force in the amounts as follows:

Grant Award: \$394,341      Cash Match: \$179,581      Program Income: \$16,656

Itemized as follows:

	<u>Totals</u>	<u>ABTPA Funds</u>	<u>Cash Match</u>	<u>Program Income</u>
Mansfield Sgt/Investigator	\$147,622	\$103,022	\$44,600	
Mansfield, Secretary Full-time	\$63,764	\$63,764	\$0	
Mansfield Investigator	\$82,229	\$40,000	\$42,229	
Mansfield, Project Manager 20% of full-time Salary/benefits	\$22,369	\$0	\$22,369	
Burleson Investigator	\$80,783	\$58,185	\$22,598	
Kennedale Investigator	\$67,985	\$40,000	\$27,985	
Johnson County Investigator	\$80,200	\$60,400	\$19,800	
Tarrant County Constable	\$0	\$0	\$0	
Supplies/Operating	\$41,014	\$24,358	\$0	\$16,656
Travel	\$4,612	\$4,612	\$0	
Equipment	\$0	\$0	\$0	
<b>Total</b>	<b>\$590,578</b>	<b>\$394,341</b>	<b>\$179,581</b>	<b>\$16,656</b>

#### **ARTICLE IV. ALLOCATION OF FUNDS**

4.01 The specific allocation of the grant award is set out in the attachment 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 whom 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, Kennedale, Johnson, and Constable 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, Kennedale, Johnson, and Constable 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:  
Tracy Aaron  
Chief of Police  
1305 E. Broad St.  
Mansfield, Texas 76063

For the City of Burleson:  
Billy Cordell  
Chief of Police  
225 W. Renfro St.  
Burleson, Texas 76028

For City of Kennedale  
Tommy Williams  
401 Municipal Drive  
Kennedale, Texas 76060

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

For Tarrant County Constable Pct. 7:  
Clint Burgess  
Constable Pct. 7  
1100 E. Broad St, Ste. 201  
Mansfield, Texas 76063

**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 20<sup>th</sup> DAY OF July, 2015.

**EXHIBIT A**

**GRANT AWARD FY15-16 \$394,341**

Hire 2 new Investigators using grant funds - KPD \$40,000 & MPD \$40,000

100% reimbursement of salary only to JCSO/BPD/MPD

Grant Funds	
Personnel	\$365,371.00
Travel	\$4,612.00
Operating	\$24,358.00
<b>TOTAL</b>	<b>\$394,341.00</b>

Cash Match	
Mansfield	\$109,198
JCSO	\$19,800
BPD	\$22,598
KPD	\$27,985
Program Income	\$16,656

Personnel	Salary	Benefits	Grant funds	Cash Match
Mansfield Sgt	\$103,022	\$44,600	\$103,022	\$44,600
Johnson County	\$60,400	\$19,800	\$60,400	\$19,800
Burleson PD	\$58,185	\$22,598	\$58,185	\$22,598
Secretary	\$34,500	\$29,264	\$63,764	\$0
New position Mansfield PD	\$50,470	\$31,759	\$40,000	\$42,229
New position Kennedale PD	\$43,784	\$24,201	\$40,000	\$27,985
Mansfield Project Mgr. 20% of full-time salary/benefits	\$22,369	\$0	\$0	\$22,369
	<b>\$372,730</b>	<b>\$172,222</b>	<b>\$365,371</b>	<b>\$179,581</b>

Travel	TAVTI Oct 19-23 South Padre	Hotel
Stan Paul, Brad, Scott, New KPD/MPD	1 arrive 10/18 5 nights	\$544
	5 arrive 10/19 4 nights	\$2,176
		<b>\$2,720</b>
	All participants	\$1,532
New Investigator training-Austin 2 New investigators	DPS Training Part 1 & 2	\$360
<b>Total</b>		<b>\$4,612</b>

Operating	Grant Funds	Program Income
RMS	\$1,951	
Ofc phones		\$1,500
Ofc alarm	\$360	
Wrecker fee		\$700
Ofc Supplies	\$479	
Veh Maintenance		\$1,000
Conference table - Investigator mtg area	\$298	\$92
6 members Conference fee - TAVTI		\$1,050
Cell svc trackers		\$4,800
\$42 per mo Printer yrlly maintainenc fee		\$504
Promo items		\$700
1 Car Radio		\$2,810
New positions 2 Computers	\$4,400	
New positions 2 MCTs	\$16,870	
New positions 2 Business Cards		\$100
New positions 2 RMS		\$3,400
<b>Total</b>	<b>\$24,358</b>	<b>\$16,656</b>

  
City of Mansfield

8/3/15  
Date

\_\_\_\_\_  
City of Burleson

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Kennedale

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Judge, Roger Harmon  
Johnson County

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
County Clerk  
Becky Ivey  
Johnson County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheriff, Johnson County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tarrant County Constable Pct. 7

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Mansfield

\_\_\_\_\_  
Date

*Chief Bradford*  
\_\_\_\_\_  
City of Burleson

*7-20-2015*  
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Date

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City of Kennedale

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Date

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Johnson County

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Date

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Tarrant County Constable Pct. 7

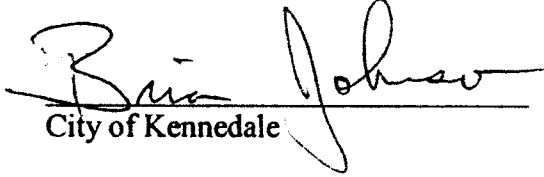
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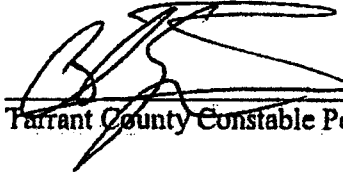
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Johnson County

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Tarrant County Constable Pct. 7

8/6/15  
\_\_\_\_\_  
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