

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, 2016 to August 31, 2017) and,

WHEREAS, Mansfield, Burleson, Kennedale, Johnson, and Constable have agreed to contribute the total of \$206,506 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 \$206,506 in matching funds for the enhancement of the joint task force in the amounts as follows:

Grant Award: \$394,341 Cash Match: \$206,506

Itemized as follows:

	<u>Totals</u>	<u>ABTPA Funds</u>	<u>Cash Match</u>
Mansfield Sgt/Investigator	\$154,623	\$106,113	\$48,510
Mansfield, Secretary Full-time	\$68,332	\$68,332	\$0
Mansfield Investigator	\$91,238	\$46,999	\$44,239
Mansfield, Project Manager 20% of full-time Salary/benefits	\$25,040	\$0	\$25,040
Burleson Investigator	\$84,097	\$58,185	\$25,912
Kennedale Investigator	\$67,985	\$40,000	\$27,985
Johnson County Investigator	\$83,592	\$60,400	\$23,192
Tarrant County Constable	\$0	\$0	\$0
Supplies/Operating	\$21,108	\$14,312	\$6,796
Travel	\$4,832	\$0	\$4,832
Equipment	\$0	\$0	\$0
Total	\$600,847	\$394,341	\$206,506

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 22 DAY OF August, 2016.

[Signature]
City of Mansfield

8/3/16
Date

[Signature]
City of Burleson

8-15-2016
Date

[Signature]
City of Kennedale

08/04/2016
Date

[Signature]
County Judge, Roger Harmon
Johnson County

8/22/16
Date

ATTEST:

[Signature]
County Clerk
Becky Ivey
Johnson County



8/22/16
Date

[Signature]
Sheriff, Johnson County

7-14-16
Date

[Signature]
Tarrant County Constable Pct. 7

8/10/16
Date

EXHIBIT A Grant number 608-16-2202000 FY16-17

GRANT AWARD FY16-17 \$394,341

Grant Funds		Cash Match	
Personnel	\$221,444	Mansfield	\$117,789
Prof. Svc	\$158,585	JCSO	\$23,192
Operating	\$14,312	BPD	\$25,912
Travel	\$0	KPD	\$27,985
		Program Income	\$11,628
TOTAL	\$394,341	TOTAL	\$206,506

Personnel		Salary	Benefits	Grant funds	CM Salary	CM Fringe
Davis	Mansfield Sgt	\$110,253	\$44,370	\$106,113	\$4,140	\$44,370
Graves	Secretary	\$36,829	\$31,503	\$68,332	\$0	\$0
Deweese	Mansfield PD	\$55,150	\$36,088	\$46,999	\$8,151	\$36,088
Roden	Mansfield	\$25,040	\$0	\$0	\$25,040	\$0
	SUBTOTAL	\$227,272	\$111,961	\$221,444	\$37,331	\$80,458
Professional Svc						
Bollin	Johnson Count	\$62,200	\$21,392	\$60,400	\$1,800	\$21,392
Bartlett	Burleson PD	\$59,319	\$24,778	\$58,185	\$1,134	\$24,778
Lara	Kennedale PD	\$43,784	\$24,201	\$40,000	\$3,784	\$24,201
	SUBTOTAL	\$165,303	\$70,371	\$158,585	\$6,718	\$70,371
		\$392,575	\$182,332	\$380,029	\$44,049	\$150,829

Travel	Auto Theft Training	Operating	Grant Funds	Program Income	
	Hotel		RMS	\$2,569	
6 FT Investigators	\$2,760		Ofc phones	\$1,500	
2 PT Investigators	\$920		Ofc alarm	\$360	
	\$3,680		Ofc Supplies	\$479	\$500
	Meals		Business card	\$100	
\$154 per person All participants	\$1,152		Veh Maint.	\$2,400	\$2,000
Program Income	\$4,832	8 investigators	Training	\$1,600	
		\$42 per mo	Cell svc tracke	\$4,800	1296
			Printer svc fee	\$504	
			Wrecker fees	\$0	\$700
			Promotional	\$0	\$700
			Computers	\$0	\$1,600
			Total	\$14,312	\$6,796