

## 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, hereinafter referred to as "Burleson," **City of Kennedale**, a municipal corporation situated in Tarrant County, Texas, herein after referred to as "Kennedale," **Johnson County Sherriff**, 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 \$360,058 for the formation and operation of a joint task force; Tri-County Auto Burglary and Theft Prevention Task Force, with a grant period of September 1, 2017 to August 31, 2018; and,

**Whereas**, Mansfield, Burleson, Kennedale, Johnson and Constable have agreed to contribute the total of \$234,811 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 HERE 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.

#### 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 funding which is September 1, 2017 to August 31, 2018.

**ARTICLE III. CONSIDERATION**

3.01 As consideration for this Agreement, Mansfield, Burleson, Kennedale, Johnson, and Constable agree to contribute a total of \$234,811 in matching funds for the enhancement of the joint task force in the amounts as follows:

	<b>TOTAL</b>	<b>GRANT FUNDS</b>	<b>CASH MATCH</b>
MPD - Captain	\$162,269	\$92,367	\$69,902
MPD - Investigator	\$102,891	\$53,752	\$49,139
MPD - Secretary	\$69,961	\$69,961	\$0
Johnson County SO - Investigator	\$85,057	\$52,988	\$32,069
Burleson – Investigator	\$88,261	\$50,360	\$37,901
Kennedale – Investigator	\$68,291	\$40,630	\$27,661
Supplies/Operating	\$18,139	\$0	\$18,139
<b>Totals</b>	<b>\$594,869</b>	<b>\$360,058</b>	<b>\$234,811</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 provisions 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 to 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 East Broad Street  
Mansfield, Texas 76063

For Johnson County  
Adam King  
Johnson County Sheriff  
1102 East Kilpatrick  
Cleburne, Texas 76031

For the City of Burleson  
Billy Cordell  
Chief of Police  
225 West Renfro Street  
Burleson, Texas 76028

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

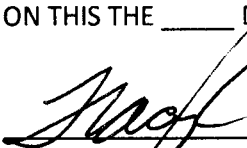
For the City of Kennedale  
Tommy Williams  
401 Municipal Drive  
Kennedale, Texas 76060

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

8-17-17  
Date

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

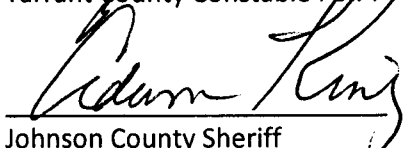
08.17.2017  
Date

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

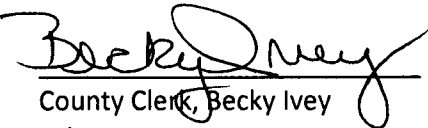
08/17/2017  
Date

  
\_\_\_\_\_  
Tarrant County Constable Prec. 7

8/17/2017  
Date


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

8-24-2017  
Date

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



9/11/17  
Date

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

9/11/17  
Date

**“Exhibit A”**

**Grant number 608-18-2202000 FY17-18**

**GRANT AWARD FY17-18 \$360,058**

Grant Funds		Cash Match	
Personnel	\$216,080	Mansfield	\$119,041
Prof. Svc	\$143,978	JCSO	\$32,069
Operating	\$0	BRD	\$37,901
Travel	\$0	KPD	\$27,661
		Program Income	\$18,139
<b>TOTAL</b>	<b>\$360,058</b>	<b>TOTAL</b>	<b>\$234,811</b>

Personnel		Salary	Benefits	Grant funds	CM Salary	CM Fringe
Davis	Mansfield Cap	\$111,258	\$51,011	\$92,367	\$18,891	\$51,011
Graves	Secretary	\$37,699	\$32,262	\$69,961	\$0	\$0
Deweese	Mansfield PD	\$64,800	\$38,091	\$53,752	\$11,048	\$38,091
	<b>SUBTOTAL</b>	<b>\$213,757</b>	<b>\$121,364</b>	<b>\$216,080</b>	<b>\$29,939</b>	<b>\$89,102</b>
<b>Professional Svc</b>						
Bollin	Johnson Cty	\$63,880	\$21,177	\$52,988	\$10,892	\$21,177
Bartlett	Burleson PD	\$60,711	\$27,550	\$50,360	\$10,351	\$27,550
Lara	Kennedale PD	\$48,982	\$19,309	\$40,630	\$8,352	\$19,309
	<b>SUBTOTAL</b>	<b>\$173,573</b>	<b>\$68,036</b>	<b>\$143,978</b>	<b>\$29,595</b>	<b>\$68,036</b>
		<b>\$387,330</b>	<b>\$189,400</b>	<b>\$360,058</b>	<b>\$59,534</b>	<b>\$157,138</b>

Operating		Grant Funds	Program Income
	Ofc phones		\$1,500
	Ofc alarm		\$360
	Ofc Supplies		\$479
	Business cards		\$100
	Veh Maint.		\$2,400
	Cell svc trackers		\$12,096
	Printer svc fee		\$504
	Wrecker fees		\$700
	<b>Total</b>	<b>\$0</b>	<b>\$18,139</b>