

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BURLESON
AND THE CITY OF MANSFIELD**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

THIS Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between the **CITY OF BURLESON**, a home rule municipal corporation (“Burleson”), and the **CITY OF MANSFIELD**, a home rule municipal corporation (“Mansfield”), each one acting through its authorized representatives, each sometimes hereinafter referred to individually as the “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Mansfield owns and operates a gun range and driving track facilities located at 651 Justice Lane, Mansfield, Texas, 76063 (the “Facilities”);

WHEREAS, Burleson desires to use the Facilities for training and qualifying its law enforcement personnel; and

WHEREAS, Burleson finds that the Facilities are acceptable for its required personnel training requirements and qualification requirements and desires to train its law enforcement personnel at the Facilities; and

WHEREAS, Burleson finds that the training and qualification of its law enforcement personnel at the Facilities shall increase the presence of adequately and properly trained law enforcement officers in and around Burleson, and that such training benefits the health, safety, and welfare of its citizens;

WHEREAS, Mansfield finds that the training and qualification of Burleson’s law enforcement personnel at the Facilities shall increase the presence of adequately and properly trained law enforcement officers in and around Mansfield, and that such training benefits the health, safety, and welfare of its citizens; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

I. Purpose.

The purpose of this Agreement is to outline Burleson’s use of the Facilities for training or firearms qualifications. Mansfield agrees to permit employees of Burleson to enter the Facilities for training and qualification purposes in accordance with the terms and provisions of this Agreement.

II. Term of Agreement.

- A. Term. The term of this Agreement shall be for a four-year term beginning May 1, 2024, and terminating on April 30, 2028, unless sooner terminated according to the terms of this Agreement.
- B. Early Termination. Either Party may decide to terminate this Agreement for any reason upon thirty (30) days' written notice. In the event either Party elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the terminating Party's election to terminate was the day originally fixed in this Agreement for its expiration.

III. Fees.

- A. Gun Range Fee. Burleson shall pay Mansfield a fee based on actual usage for use of the gun range portion of the Facilities ("Gun Range Fee"). The Gun Range Fee shall be \$450.00 per day that Burleson uses the gun range. Burleson shall pay Mansfield any Gun Range Fee within thirty (30) days after incurring the fee.
- B. Annual Increase of Gun Range Fee. Mansfield may increase the Gun Range Fee by up to five percent (5%) each year after the first year of the Term. If Mansfield increases the Gun Range Fee for the upcoming year, it shall give notice to Burleson at least ninety (90) days prior to the end of the then current year of the Term.
- C. Driving Track Fee. Burleson shall pay Mansfield a fee based on actual usage for use of the driving track portion of the Facilities ("Driving Track Fee"). The Driving Track Fee shall be \$350 per day that Burleson uses the driving track. Burleson shall pay Mansfield any Driving Track Fee within thirty (30) days after incurring the fee.

IV. Use of Facilities.

- A. Training Sessions. The Parties will work in good faith to allow Burleson employees reasonably flexible access to the Facilities while also accommodating scheduled training sessions.
- B. Facility Rules. Burleson shall inform its employees that use the Facilities of Mansfield's rules and conditions of the Facilities, which are attached hereto and incorporated herein by reference for all purposes (the "Rules"). Mansfield may ban any of Burleson's employees from using the Facilities for violating any of the Rules. Mansfield may amend the Rules from time to time as it sees fit, and shall give Burleson written notice of any amendment to the Rules.
- C. Waivers. Mansfield may request a Burleson employee sign a liability waiver prior to the employee using the Facilities and prevent access of the Facilities to any Burleson employee should said employee choose not to comply with such request.

V. Insurance.

- A. Generally. Burleson and Mansfield are both governed by the Texas Tort Claims Act, which sets limits of liability for certain causes of action. Each Party to this Agreement warrants and represents that it is insured under a commercial insurance policy, risk pool, or is self-insured for all claims falling within the Texas Torts Claim Act. Either Party may request a certificate of insurance from the other Party, and the other Party agrees to provide the requesting Party a certificate of insurance within a reasonable time.
- B. Burleson Coverage. Burleson shall procure and carry, at its sole cost and expense through the Term of this Agreement, liability coverage with the Texas Municipal League Intergovernmental Risk Pool, for the following coverages: general liability insurance in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate; automobile liability insurance in the amount of \$1,000,000.00; and worker's compensation insurance in the amount of statutory limits as required by law.

VI. Liability.

BURLESON AND MANSFIELD DOES HEREBY TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF TEXAS, COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OTHER AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE OTHER PARTY AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE OTHER PARTY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE PARTY IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BURLESON AND MANSFIELD, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS UNLESS OTHERWISE MUTUALLY AGREED BY BURLESON AND MANSFIELD. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BURLESON AND MANSFIELD UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF BURLESON AND MANSFIELD UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST BURLESON AND MANSFIELD. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

VII. Notice.

Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

If to Burleson:

City of Burleson
Attn: Police Chief
1161 SW Wilshire Blvd
Burleson, Texas 76028

If to Mansfield:

City of Mansfield
Attn: Police Chief
1305 E Broad St
Mansfield, Texas 76063

VIII. Miscellaneous.

- A. Current Revenues. Each Party shall make payments under this Agreement from current revenues available.
- B. Effective Date. This Agreement becomes effective when signed by the last Party whose signing makes the Agreement fully executed.
- C. Cooperation. The Parties will reasonably cooperate with the other in furtherance of the objectives of this Agreement.
- D. Amendment. This Agreement may be amended by the mutual written agreement of the Parties.
- E. Severability. 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.
- F. Governing Law. 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.
- G. Venue. To the extent permitted by Texas law, the Parties agree that any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction

located in Tarrant County, Texas, or the federal courts for the United States for the Northern District of Texas.

- H. Entire Agreement. This Agreement represents the entire agreement between 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.
- I. Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.
- J. Recitals. The recitals to this Agreement are incorporated herein.
- K. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- L. No Assignment. The Parties may not assign or transfer their rights under this Agreement.
- M. Compliance with Law. Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- N. No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- O. Immunity. This Agreement is expressly made subject to each Party's governmental immunity under state and federal law. The Parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that a Party has by operation of law.
- P. No Third-Party Beneficiaries. This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- Q. No Joint Enterprise. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.
- R. Force Majeure. In the event that the performance by Burluson or Mansfield of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the

common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

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EXECUTED this _____ day of _____, A.D. 20_____.

CITY OF BURLESON, TEXAS

CITY OF MANSFIELD, TEXAS

By: _____
City Manager

By: _____
Joe Smolinski, City Manager

ATTEST:

ATTEST:

City Secretary, City of Burleson

Susana Marin, City Secretary