

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

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

THIS Interlocal Agreement (“AGREEMENT”), is made and entered pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code into by the CITY OF MANSFIELD, TEXAS, a Home Rule municipal corporation, (“MANSFIELD”), and the CITY OF BURLESON, TEXAS a Home Rule municipal corporation, (“BURLESON”) each acting by and through its duly appointed and authorized city managers, each sometimes referred to individually as the “Party” and collectively as the “Parties.”

WITNESETH:

WHEREAS, MANSFIELD AND BURLESON desire to enter into this Agreement for jail services (“Jail Services”) to provide their residents and businesses with a more effective and efficient delivery of this key public safety service at the highest level possible in accordance with the terms and conditions set forth herein; and

WHEREAS, MANSFIELD and BURLESON agree to an initial term of one (1) year with an option for five successive (1) year renewal terms; and

WHEREAS, MANSFIELD has the facilities available to perform the Jail Services for the two cities; and

WHEREAS, all payments for Jail Services to be made hereunder shall be made from current revenues available to the paying Party; and

WHEREAS, MANSFIELD and BURLESON have concluded that this Agreement fairly compensates the performing Party for the Jail Services being provided hereunder; and

WHEREAS, MANSFIELD and BURLESON believe that this Agreement is in the best interests of both Parties; and

WHEREAS, this Agreement is approved by the governing bodies of MANSFIELD and BURLESON.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, MANSFIELD AND BURLESON HEREBY AGREE TO THE FOLLOWING:

Section 1. **Recitations.** All matters stated above in the recitations are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an initial term of one (1) year commencing on October 1, 2024, and ending September 30, 2025, (the “Initial Term”) and shall be automatically extended thereafter for up to five (5) successive (1) year

renewal terms unless terminated by either of the Parties as provided in Section 6 of this Agreement.

Section 3. **MANSFIELD's Obligations.** MANSFIELD hereby agrees to provide BURLESON the following equipment, services, personnel, and facilities as a part of the Jail Services:

- a. Commencing October 1, 2024, MANSFIELD will provide Jail Services at the MANSFIELD Jail facility. The MANSFIELD Municipal Judge will work with the BURLESON Municipal Judge in establishing a mutually agreeable arraignment protocol of BURLESON prisoners. MANSFIELD will provide the necessary detention officers and other employees to properly supervise and operate MANSFIELD's Jail facility. BURLESON prisoners shall be released in accordance with specific written procedures agreed upon by the Parties. Jail Services shall include at a minimum the following:
 1. accepting responsibility for the custodial care of all persons taken into custody by BURLESON and delivered to the MANSFIELD Jail facility;
 2. providing all necessary booking services when accepting BURLESON prisoners to the Jail facility;
 3. providing BURLESON with access to inmates for the purpose of conducting interviews or interrogations, in accordance with reasonable regulations established by MANSFIELD;
 4. making available all BURLESON prisoners whose presence is requested or ordered by a court of competent jurisdiction;
 5. releasing BURLESON prisoners for investigative purposes outside the Jail facility when such requests are authorized by a duly authorized MANSFIELD official;
 6. maintaining applicable records of these and all other significant events related to BURLESON prisoners;
 7. MANSFIELD reserves the right to refuse any inmate deemed unfit medically and/or psychologically for confinement in the Jail facility, as solely determined by the MANSFIELD jail shift commander; and
 8. maintaining a service level that complies with all applicable standards for the Jail functions as required presently and in the future as accepted by industry standards.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Jail Services to BURLESON, including providing all employee policies and procedures and the administration thereof, shall be provided by and under the sole control of MANSFIELD.
- c. BURLESON shall provide MANSFIELD warrant information issued by the BURLESON Municipal Court to be retained/accessed by/at the MANSFIELD communications center to include, but not limited to, software and/or hardware required for confirmation of warrants.

- d. MANSFIELD will form a standing committee consisting of one (1) MANSFIELD employee selected by the Chief of Police of the MANSFIELD Police Department, one (1) MANSFIELD Jail Administrator, and two (2) BURLESON employees selected by the Chief of Police of the BURLESON Police Department to address operational and policy decisions that will arise from operating the public safety Jail facility.
- e. MANSFIELD agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **BURLESON's Obligations.** BURLESON agrees to perform the following:

- a. Pay the sum of one hundred thirty-six thousand, eight hundred fifty-seven dollars (\$136,857.00) to MANSFIELD for Jail Services for the Fiscal Year 2024/2025 beginning on October 1, 2024, and ending on September 30, 2025 and as shown in Exhibit "A", attached hereto and made a part of this Agreement.
- b. Any software and licenses needed to provide records management, computer-aided jail and mobile computer terminal functions, which are an extension of the MANSFIELD system, will be purchased by BURLESON and once installed, will remain the property of BURLESON.
- c. BURLESON will maintain their own Public Safety records unit at a BURLESON facility and be responsible for all law enforcement and BURLESON reporting requirements to State and Federal agencies. BURLESON will also be responsible for BURLESON's record dissemination responsibilities to the public, except direct inquiries from the public regarding a jail incident.
- d. Arrange for the timely delivery of all the required paperwork to properly hold and arraign BURLESON prisoners. BURLESON Police Department will be responsible for the transportation of all BURLESON prisoners to MANSFIELD's Jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a BURLESON prisoner housed at the MANSFIELD Jail facility, a MANSFIELD OFFICER shall provide security for up to one (1) hour until a BURLESON police officer can respond to the medical facility to assume custody. The billable rate not included in this Agreement for time used for guard detail duties will be billed at a rate of sixty-two and 52/100 dollars (\$62.52) per hour, per guard. Any additional billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.
- e. Both Parties agree to a fifty-dollar (\$50.00) per-hour fee for daily arraignment as required for the sole purpose of a BURLESON prisoner. (Regardless of the number of inmates to be arraigned) The fee will only apply when an arraignment is conducted for the sole purpose of a

BURLESON prisoner. A minimum of a 2-hour charge will apply. The fee will be compiled and billed monthly and become payable within thirty (30) days of receipt.

- f. Both Parties agree to an additional per day, per inmate charge of one hundred forty-five dollars (\$145.00) where inmates remain in custody beyond 36 hours. The BURLESON Police Department shall be notified of anyone who remains in custody over 24 hours.

Section 5. **Payments for Services Performed.** All payments for Jail Services shall be paid by BURLESON to MANSFIELD in four (4) equal installments due on the 1st day of each calendar quarter beginning October 1, 2024 in advance of the services performed under this Agreement for each subsequent calendar quarter of BURLESON's fiscal year and continuing thereafter throughout the term of the Agreement.

Monthly charges associated with guard duty, magistrate duties, and any other ancillary duties (as agreed by both Parties as provided for herein), shall be paid on a monthly basis. Billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.

MANSFIELD shall notify BURLESON of the anticipated costs of the Jail Services, Arraignment Fees, and general and administrative charges by July 1 of each fiscal year this Agreement remains in place for budgeting and planning purposes. The final costs will be determined and communicated in writing when the MANSFIELD City Council adopts the MANSFIELD annual budget, but shall not exceed the estimate by more than 5%.

In the event the BURLESON City Council fails or refuses to approve the annual payment amount set forth in this Section 5, by September 25, prior to any fiscal year during the Initial Term, or any renewal term then in effect, of this Agreement, this Agreement shall be deemed to be terminated automatically, effective at the end of the then current fiscal year of MANSFIELD.

Section 6. **Termination.**

- a. Either Party shall have the right to terminate this Agreement, based on the provisions of this Agreement, if either Party breaches any of its terms or fails to perform any of the obligations set forth herein, and then fails to cure the breach or failure within thirty (30) days following written notice to the breaching Party. If the Agreement is terminated under this paragraph, MANSFIELD shall be entitled to retain money already received.
- b. After the initial twelve (12) months of this Agreement, either Party shall have the right to terminate this Agreement by giving written notice to the other Party at least one hundred and eighty (180) days prior to the subsequent Fiscal Year, October 1. All payments by BURLESON to MANSFIELD shall continue until the termination date or as mutually agreed to by both Parties.

Section 7. **Notices.** All notices required or provided for in this Agreement shall be sent to the following Parties by certified mail – return receipt requested:

City of Mansfield

**Joe Smolinski, City Manager
City of Mansfield
1200 East Broad Street
Mansfield, TX 76063**

City of Burleson

**Tommy Ludwig, City Manager
City of Burleson
141 W. Renfro St.
Burleson, TX 76028-4261**

Section 8. **Dispute Resolution.** In order to ensure an effective relationship between the Parties and to provide the best possible public services, it is mutually agreed that all questions arising under this Agreement shall first be handled and attempted to be resolved between the City Managers of MANSFIELD and BURLESON or their designees.

All issues regarding the performance of Jail Services shall be brought directly to the attention of the MANSFIELD Chief of Police or his authorized designees. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty appropriate supervisor.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the Parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues. The Parties agree that the cost of said Mediator shall be equally split between both Parties.

Section 9. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both Parties completion of mediation in accordance with Section 8.

Section 10. All Parties mutually agree that MANSFIELD is an independent contractor, and shall have exclusive control of the performance of the Jail Services hereunder, and that employees of BURLESON in no way are to be considered employees of MANSFIELD.

Section 11. MANSFIELD AND BURLESON each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the jail services under this agreement, and to the extent allowed by law, each Party hereby agrees to indemnify and otherwise hold harmless the other Party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that Party, its officers, agents or employees under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, MANSFIELD and BURLESON do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, MANSFIELD and BURLESON do not create any obligations expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

- Section 12. In the event that the MANSFIELD Jail facility is damaged due to a natural or a man-made disaster and is unusable, MANSFIELD will have a contingency plan to continue to provide the Jail Services under this Agreement at another suitable facility.
- Section 13. Annually, at the time the cost for Jail Services are re-calculated, this Agreement will be reviewed by both Parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of Parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of MANSFIELD and BURLESON.
- Section 14. This Agreement has been approved by the governing bodies of MANSFIELD and BURLESON respectively. The execution of this Agreement has been authorized by an act of the governing bodies of MANSFIELD and BURLESON at a duly called and posted meeting.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2024, in duplicate originals.

CITY OF MANSFIELD, TEXAS

CITY OF BURLESON, TEXAS

By: Michael Evans
Mayor

By: Chris Fletcher
Mayor

ATTEST:

ATTEST:

By: Susana Marin
City Secretary

By: Amanda Campos
City Secretary

APPROVED AS TO FORM:

By:
City Attorney for Mansfield

By:
City Attorney for Burleson

Exhibit "A"

Pricing Based On:

- 600-800 Arrests per year
- 1.5 Average inmate stay

Pricing:

- Up to one (1) hour hospital guard service included
- Second year 5% increase
- Third Year 5% increase
- Fourth year 5% increase
- Fifth year 5% increase

As provided by Section 6 of the Agreement, after the Initial Term, either Party may cancel within one hundred and eighty (180) days with written notification in accordance with the terms of that section.

NOTE: This pricing is subject to final approval from the governing bodies of each agency and a formal agreement.

NOTE: In most cases, Mansfield Methodist will be used. In some cases, a county hospital may be utilized.

This decision is made by the medical response unit as to the hospital destination.