

431B

Interoffice

MEMORANDUM

CITY CLERK'S OFFICE

to: Ron Lewis, Public Works
from: Deborah Michalewicz, Deputy City Clerk
subject: City Council Documents
date: June 4, 2008



Attached are the following document(s):

Consider
City of San Angelo State Summit Work Camp
2 original Interlocal Agreements with ~~Tom Green County~~ for Wilderness Camp

approved by City Council and executed by Mayor Lown on June 3, 2008.

Please have both documents executed and **return one original to this office within the next 30 days.**

If I can be of any further assistance, or if you have any questions, please contact me at Ext. 354.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SAN ANGELO AND TOM GREEN COUNTY
FOR CONSTRUCTION OF A WILDERNESS CAMP**

This Interlocal Agreement is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between **Tom Green County**, (hereinafter the "County") and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (the "City").

WITNESSETH

WHEREAS, the County and Texas Department of Criminal Justice (the "TDCJ") have agreed that County will provide housing for prisoners who are assigned to TDCJ's work program (the "Wilderness Camp"); and

WHEREAS, the County and City desire to share the initial expense of providing such housing in consideration of the benefits which are available to City from the Wilderness Camp; and

WHEREAS, the City and County (collectively the "Parties"), have determined that it would be in the best interest of both parties for the City and County to share the expense of constructing housing for the Wilderness Camp program;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for the Parties to share the housing construction expenses for the Wilderness Camp.

ARTICLE 2: TERM.

The term of this Agreement shall commence on the date of execution by an authorized representative of both parties and shall continue in full force and effect for six (6) months.

ARTICLE 3: OBLIGATIONS OF COUNTY.

The County agrees to:

1. Contribute cash and services for the construction of housing for the Wilderness Camp. The attached Exhibit "A" sets out in detail the specific amounts of such contribution.
2. Coordinate and oversee construction of such housing.

3. Provide City with detailed invoices for expenses related to construction of such housing.

ARTICLE 4: OBLIGATIONS OF CITY.

The City agrees to:

1. Contribute cash and services for the construction of housing for the Wilderness Camp. The attached Exhibit "A" sets out in detail the specific amounts of said contribution.
2. Pay for properly documented expenses upon receipt of invoice from County.
3. Provide County with detailed invoices for expenses related to construction of such housing.

ARTICLE 5: NO JOINT ENTERPRISE.

This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. The City agrees that all persons employed by it to furnish services hereunder are employees or agents of the City and not of County, and the County agrees that all persons employed by it to furnish services hereunder are employees or agents of the County and not of the City. Such employees or agents of either entity are not entitled to benefits conferred on the other entity's employees.

ARTICLE 8: EXECUTION.

If the governing body of a party is required to approve this Agreement, it shall not become effective until approved by the governing body of that party. In that event, this Agreement shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party.

ARTICLE 9: ENTIRE AGREEMENT.

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.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the parties hereto in a writing signed by a duly authorized representative of each party and attached to and incorporated into this Agreement.

ARTICLE 11: SEVERABILITY.

In the event that 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 provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 12: FORCE MAJEURE.

In the event that either party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, it shall not be considered a breach of this Agreement.

ARTICLE 13: NOTICE.

Any notice to be given hereunder by either party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Tom Green County
Attn: County Judge

IZZ W. HARRIS

San Angelo, Texas 76903

To City:

The City of San Angelo
Attn: City Manager
P.O. Box 1751
San Angelo, Texas 76902-1751

EXECUTED in duplicate originals by the City of San Angelo on this the 3rd day of June, 2008.

CITY OF SAN ANGELO

By: Joseph W. Lown
Joseph W. Lown, Mayor

ATTEST:

Alicia Ramirez
Alicia Ramirez, City Clerk

EXECUTED in duplicate originals by Tom Green County on this the 10th day of June, 2008.

TOM GREEN COUNTY

By: [Signature]
Printed Name: Judge Mike Brown
Its: County Judge

ATTEST:

Elizabeth McGill
Elizabeth McGill
County Clerk
Tom Green County, Texas

Approved as to Content:

[Signature]
Ron Lewis, Construction and Facilities

Approved as to Form:

[Signature]
Mindy Ward, City Attorney

Exhibit "A"

Cash and In-Kind Project Expenses

TDCJ Work Camp Relocation

Cash Contribution:

Tom Green County - \$162,500.00

City of San Angelo - \$162,500.00

Generally to include but not limited to: security fence/razor wire acquisition, establishment of electrical service to site, compound security lights, plumbing (fixtures, supplies, and labor for restrooms and laundry), electrical (fixtures, supplies, and labor), tile and supplies for restrooms, construction materials (framing, decking, nails, shingles, siding, paint, texture, insulation, windows, and doors (hardware hinges, and locks), etc.

In-Kind and Construction Services Cost Contribution:

Tom Green County – Dedication of +/- four (4) acres County owned land

Survey of land and filing of necessary easements

Clearing of +/- four (4) acres

Pad preparation for portable buildings location

Road material and new road construction at facility grounds

City of San Angelo - Purchase and installation and placement of water meter(s) and water line(s)

Purchase, installation, and placement of sewer line(s)

Purchase, installation, and placement of sewage lift station

Necessary land-fill cost for removal of construction waste material