INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY AND THE TOM GREEN COUNTY SHERIFF
FOR SERVICES FROM THE COUNTY MENTAL HEALTH UNIT

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**, and the Tom Green County Sheriff (hereinafter the "County") and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (the "City"). City and County may be referred to as "Party" or "Parties" herein.

WITNESSETH

WHEREAS, the County operates a mental health unit ("MHU") for the benefit of its citizens and to allow patrol units to return to their law enforcement duties when a mental health situation arises; and

WHEREAS, the City desires to support the County in this endeavor; and

WHEREAS, this Agreement provides for the City to benefit from the operation of the MHU and to contribute to the expenses associated with the MHU;

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 City to participate in the costs and benefits associated with the MHU.

ARTICLE 2: TERM.

The term of this Agreement shall commence on October 1, 2008 and shall continue in full force and effect until September 30, 2009. This Agreement may be terminated prior to this date in accordance with the termination provisions contained herein.

ARTICLE 3: OBLIGATIONS OF CITY.

The City agrees to:

Pay to the County Seventy-Five Thousand and 00/100 dollars ($75,000.00) upon execution of this Agreement.

ARTICLE 4: OBLIGATIONS OF COUNTY.

The County agrees to operate a mental health unit through the Tom Green County Sheriff's Department. The MHU shall:

1. Consist of five (5) deputies and one (1) supervisor.

2. Operate three hundred sixty-five (365) days per year, twenty-four (24) hours per day.

3. Respond to crisis calls involving the mentally ill or suicidal/homicidal subjects in the city and the county.

4. Assure that mentally ill and suicidal/homicidal subjects are assessed and transported to appropriate and safe facilities.

5. Utilize the Seventy-Five Thousand dollars ($75,000.00) provided by the City to support the MHU by paying salaries, providing supplies and equipment, and maintenance of equipment, including automobiles.

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, agents or representatives of the City and not of County, and the County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the County and not of the City. Such employees, agents or representatives of either entity are not entitled to benefits conferred on the other entity's employees.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties.

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. All amendments to the Agreement shall be submitted to the City Council and Commissioners Court for their consideration and approval.

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: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the

same or similar service.

ARTICLE 14: 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:

Name:	Honorable Michael D. Brown
Title:	County Judge
Address:	122 West Harris
	San Angelo, Texas 76903
Telephone No.:	325/653-3318
Facsimile No.:	325/659-3258

To City:

Name:	The City of San Angelo
Title:	Attn: City Manager
Address:	72 West College Ave.
	San Angelo, Texas 76903
Telephone No.:	325/657-4241
Facsimile No.:	325/657-4335

ARTICLE NO. 15: APPLICABLE LAW

This Agreement is not intended to create any legal rights enforceable by any third Party against either Party, nor is it intended to waive any rights or defenses available to any Party. City and County will have rights, immunities, and defenses available to them under law. Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under state law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

EXECUTED in duplicate originals by the City of San Angelo on this the _____ day of December, 2008.

CITY OF SAN ANGELO

By: _____
Joseph W. Lown, Mayor

ATTEST:

_____
Alicia Ramirez, City Clerk

EXECUTED in duplicate originals by Tom Green County on this the 2 day of December, 2008.

TOM GREEN COUNTY

By _____
Michael D. Brown, County Judge, Tom Green County, acting in his official capacity as County Judge and not individually

By _____
Joe Hunt, Tom Green County Sheriff, acting in his official capacity as Sheriff and not individually

ATTEST:

Kelly Bryant, Deputy
Elizabeth McGill, County Clerk

Approved as to content:

By: _____
Harold Dominguez,
City Manager

Approved as to form:

By: _____
Mindy Ward,
City Attorney