

INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT is entered into to be effective the 15th day of August, 2010 (“effective date”) by and between the City of San Angelo, Texas, a Texas home-rule municipality (“City”) and Tom Green County (“County”), a political subdivision of the State of Texas.

RECITALS

WHEREAS, the purpose of Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS, the Interlocal Cooperation Act authorizes a local government to contract or agree with another local government to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, County has access to labor pool comprised of individuals who are inmates incarcerated in the Tom Green County Detention Facility and whom are under the care and supervision of the Tom Green County Sheriff ; and

WHEREAS, City operates an animal shelter and desires to work with County to utilize the jail inmates to assist in the upkeep and maintenance of the premises located at said shelter, all of which are “Governmental Functions and Services” as defined by Texas Government Code Section 791.003(3); and

WHEREAS, there is a need for City to enter into an agreement with County wherein County will provide manpower in order to upkeep and maintain the premises of City’s animal shelter; and

WHEREAS, the Tom Green County Sheriff has agreed to the utilization of a certified correction officer and inmate labor to assist in the upkeep and maintenance of the shelter; and

WHEREAS, on July 6, 2010, the City of San Angelo City Council determined that entry into such an agreement will benefit the citizens of City and thereby authorized the City Manager to execute on behalf of City, an agreement with County for the purposes herein described; and

NOW THEREFORE, under the authority of the Interlocal Cooperative Act, Texas Government Code Chapter 791, the parties agree as follows:

SECTION 1. TERM

1.1 This Agreement shall commence on its effective date and end September 30, 2011, subject to earlier termination as provided by Section 2 herein.

1.2 This Agreement shall be renewed and extended automatically for additional and like successive periods under such terms and conditions as the parties may determine, unless prior written notice of non-renewal is provided by either party not less than sixty (60) days prior to any succeeding term.

SECTION 2. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days prior written notice of either party.

SECTION 3. SERVICES

3.1 County agrees to provide inmate labor and certified correction officer ("Officer") oversight on behalf of City for purposes of carrying out upkeep and maintenance services ("Work") at City's animal shelter located at 3142 U.S. 67, San Angelo, Tom Green County, Texas 76905 ("Premises").

3.2 County agrees to assign an Officer, on a full time basis, to provide oversight at Premises pursuant to and during the term of this Agreement. Oversight responsibilities of Officer include maintaining security, supervision and control over inmates at all times on or at Premises, and directing the inmates' work activities.

3.3 City shall determine Work needed to be performed at Premises and submit written Work requests to County. County will be responsible for coordinating the inmate labor, and will receive and maintain each request for Work. County will have final authority to approve any tools or equipment to be used by the inmates.

3.4 County shall provide transportation, food, water and medical services necessary for inmates.

3.5 Each work day shall not be for more than eight (8) hours in a single day, which shall be inclusive of time necessary to transport inmates to and from Premises. Inmate labor and Officer oversight will be performed daily during regularly scheduled work hours from 8:00 a.m. to 4:00 p.m. and on days of the regular work week, Monday through Friday, except official holidays as designated by Tom Green County .

3.6 City shall conduct training or briefing to Officer at the discretion of City and as necessary

to provide for the exchange of information between City and County. Officer shall comply with Federal, State and City laws, ordinances, regulations and policies applicable to the performance of services under this Agreement.

3.7 Officer shall remain the employee of County and shall be subject to the administration, supervision and control of County. County shall be entitled to access to Premises at all reasonable times to conduct inspections related to oversight responsibilities, security and control of inmates as deemed necessary by County.

SECTION 4. COMPENSATION

4.1 City agrees to reimburse County for the salary and employment benefits incurred by the County in the amount of \$195.00 per work day. The parties may amend or agree to changes in the work day rate by written agreement of the parties. In no event shall the City pay more than actual expenses (salary, employment benefits, and related expenses) incurred by County in compliance with the Agreement.

4.2 City agrees to reimburse County for transportation costs incurred by County to transport inmate laborers to and from the animal shelter during the term of this Agreement at the Internal Revenue Service standard travel expense mileage rate effective January 1, 2010, or as may be modified by the Internal Revenue Service during the term of this Agreement.

4.3 Reimbursement shall be made on a monthly basis and shall be made subsequent to a submission of an invoice by County, which details Officer oversight time and inmate transportation expenses.

4.4 City shall pay amount invoiced by County within thirty (30) days of receipt by City.

4.5 The obligation of City to reimburse County under the provisions of this Agreement is expressly made contingent upon the appropriation, budgeting or availability of sufficient funds by City. In the event that such funds are not budgeted, appropriated or otherwise not made available for the purpose of payment under this Agreement at any time after the current fiscal year, then City shall have the options of non-renewal the Agreement as provided under Section 1.2. or terminating the Agreement as provided under Section 2.1, except that all services provided to that point shall be compensated at the agreed rate.

SECTION 5. CIVIL LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

5.1 Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the culpable party. County shall be responsible for the consequences of its negligence, and City shall be responsible for the consequences of its negligence. County shall be solely responsible for liability arising out of inmate escape, an inmate's malicious or negligent injury of people or property, and/or any other crimes or violations of rules of protocol committed by inmates.

5.2 To the extent allowed by law, County agrees to protect, defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses, including reasonable attorneys' fees and disbursements, court costs, and dispute resolution costs, resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of County, its officers, employees, agents, volunteers and/or subcontractors, arising or of the performance of this Agreement.

5.3 To the extent allowed by law, City agrees to protect, defend, indemnify, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses, including reasonable attorneys' fees and disbursements, court costs, and dispute resolution costs, resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of City, its officers, employees, agents, volunteers and/or subcontractors, arising or of the performance of this Agreement.

5.4 Nothing contained in this Section or this Agreement shall be construed to create a liability or right of indemnification in any third party.

5.5 The terms in Section 5 "Civil Liability, Hold Harmless and Indemnification" shall survive the termination or expiration of this Agreement.

SECTION 6. PERFORMANCE DELAYED OR PREVENTED

6.1 Neither City or County shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockdowns, lockouts, material, or labor restrictions by governmental authority, civil riots, floods, and any other cause not reasonably within the control of City or County is unable, wholly, or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party as soon as practicable.

6.2 If by reason of force majeure, County is prevented from temporary performance of its obligations under this Agreement, County shall provide advance notice to City as soon as practicable under the circumstances and City shall not be required to compensate County for the period of time of nonperformance by County.

SECTION 7. AMENDMENT

This Agreement shall not be amended or modified other than in a written Agreement signed and duly executed by both parties.

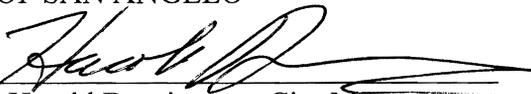
SECTION 8. CONTROLLING LAW

This Agreement shall be deemed to be made under, governed by and construed in accordance with the laws of the State of Texas.

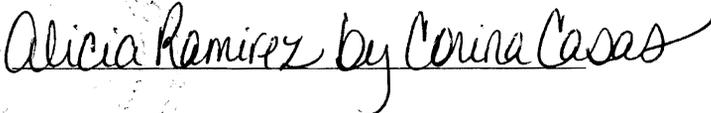
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first written above.

CITY OF SAN ANGELO

By:


Harold Dominguez, City Manager

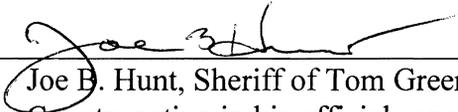
ATTEST: CITY SECRETARY



TOM GREEN COUNTY, TEXAS

By: 
Michael D. Brown, acting in his
official capacity and not individually

TOM GREEN COUNTY SHERIFF

By: 
Joe B. Hunt, Sheriff of Tom Green
County, acting in his official capacity
and not individually

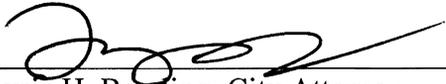
APPROVED AS TO CONTENT

By: 
Rick Weise, Assistant City Manager

APPROVED AS TO INSURANCE REQUIREMENTS

By: 
John Seaton, Risk Manager

APPROVED AS TO FORM:

By: 
Lysia H. Bowling, City Attorney