

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

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

WITNESSETH

WHEREAS, the Mental Health Unit (MHU) is a public service, first responder group that is called out by local law enforcement officer request; and,

WHEREAS, MHU staff respond to crisis calls involving the mentally ill or suicidal or homicidal subjects for assessment and transport to appropriate and safe facilities; and,

WHEREAS, the arrival of the MHU allows the patrol unit to return to their law enforcement duties in a timely manner; and,

WHEREAS, the services of the MHU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the MHU provide a health and safety benefit for the citizens of City and County.

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

ARTICLE 2: TERM.

This Agreement shall be effective from and after October 1, 2018 (the Effective Date) subject to approval of the governing bodies of each of the parties; and shall terminate on September 30, 2019, unless earlier terminated as herein provided.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

1. Pay Tom Green County for MHU services the sum of Ninety-One Thousand Eighty Four and 00/100 dollars (\$91,084.00) upon execution of this Agreement.
2. Should County discontinue the provision of MHU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which MHU services are discontinued.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to provide MHU services through the Tom Green County Sheriff's Department. The MHU services shall:

1. Consist of five (5) deputies and one (1) supervisor.
2. Provide the MHU services 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 City and County.
4. Assure that mentally ill and suicidal/homicidal subjects are assessed and transported to appropriate and safe facilities.
5. Utilize the funds provided by City pursuant to this Agreement toward support of providing the MHU services, to include salaries, supplies, equipment, and maintenance of equipment, including automobiles.

ARTICLE 5: NO JOINT VENTURE.

This Agreement is not intended to create a joint venture between the parties.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or representatives of a Party be entitled to benefits conferred on the other Party's

employees, agents or representatives.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

ARTICLE 8: EXECUTION.

This Agreement shall not become effective until approved by the governing body of each of the parties.

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 this Agreement shall require approval of the governing body of each party.

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 or reasonable anticipation with the exercise of due diligence of a Party hereto, the same 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 Steve Floyd
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: THIRD PARTIES/VENUE.

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

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

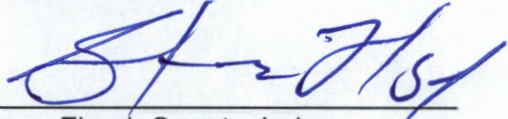
provisions of this Agreement.

ARTICLE NO. 18: AVAILABILITY OF FUNDS.

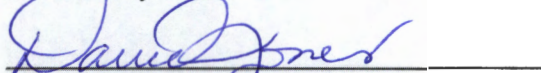
Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

IN WITNESS WHEREOF the undersigned execute this Interlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

TOM GREEN COUNTY:

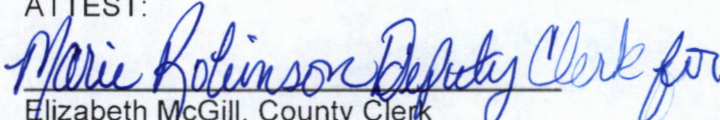
By: 

Steve Floyd, County Judge,
Tom Green County, acting in his official
capacity as County Judge and not
individually

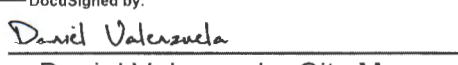
By: 

David Jones, Tom Green County Sheriff,
acting in his official capacity as Sheriff
and not individually

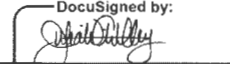
ATTEST:


Marie Robinson, Deputy Clerk for
Elizabeth McGill, County Clerk
Date: 1-29-19


CITY OF SAN ANGELO:

DocuSigned by:
By: 
Daniel Valenzuela, City Manager

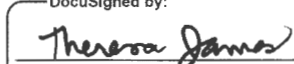
ATTEST:

DocuSigned by:

Julia Antille, City Clerk
Date: 1/17/2019 | 10:46 AM CST

Approved as to content:

DocuSigned by:
By: 
Frank Carter,
City of San Angelo Police Chief

Approved as to form:

DocuSigned by:
By: 
Theresa James,
City Attorney