

INTERLOCAL AGREEMENT

CONTRACT FOR DISPATCH AND INMATE HOUSING SERVICE

WHEREAS, the parties to this agreement, being the CITY OF IVANHOE, 405 Emily Lane, Tyler County, Texas (hereafter referred to as "CITY"), and TYLER COUNTY, by and through the Tyler County Sheriff's Office (hereafter referred to as "SHERIFF"), desire to enter into an interlocal agreement pursuant to Section 791 of the Texas Government Code for the following purposes:

WHEREAS, CITY, in order to carry out and conduct its law enforcement duties and its inmate housing in an economical, beneficial, and safe environment and in conjunction with the laws of the State of Texas, has need of the use of telecommunication services and jail facilities to maintain inmates; and

WHEREAS, SHERIFF, provides dispatch services and inmate services in a facility having been duly inspected and certified as being suitable for inmate housing and currently has the available capacity and the ability to provide housing and care for such inmates; and

WHEREAS, SHERIFF, desires to provide dispatch services to CITY and to make its jail facility available to CITY for such use and purpose, and CITY desires to contract for the use of said dispatch services and jail facility; and

WHEREAS, both parties desire to enter into an agreement pursuant to which SHERIFF will provide dispatch services and housing and care for certain inmates incarcerated by CITY; and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such dispatch and detention services pursuant to the Interlocal Cooperation Act, ("the Act"), Chapter 791 of the Texas Government Code.

NOW, THEREFORE, for ten dollars (\$10.00), paid by CITY to SHERIFF on _____, the receipt and sufficiency of which is acknowledged by the parties' signatures affixed hereto, and in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the parties do hereby agree as follows;

The purpose of this agreement is to intake and house certain CITY inmates in the Tyler County Justice Center for criminal offenses committed within the jurisdiction of the City of Ivanhoe, and provide dispatch services for CITY law enforcement and emergency telephone calls.

The following shall apply to the parties in the performance of this agreement;

CITY shall pay to SHERIFF the sum of (\$ 0 dollars) for a twelve (12) month period of said agreement;

In exchange for the sum aforementioned, SHERIFF will provide dispatch and jail services to CITY for a period of twelve (12) months. Said Agreement will be reviewed each year with adjustments made as needed and an amount that fairly compensates the Sheriff/Tyler County for the services to be rendered to the City.

Dispatch services will include; All Law Enforcement and 911 calls for service;

SHERIFF WILL NOT intake or house CITY inmates arrested/detained solely for Class C Misdemeanor Warrants to include: Capias Pro Fine Warrants;

The parties may renegotiate this agreement prior to each anniversary date, provided that any changes hereto resulting from such renegotiations shall not take force and effect until the day after the next anniversary date following said renegotiations;

Either party may terminate this agreement by providing written notice of termination to the other party not less than sixty (60) days prior to the anniversary date of the agreement; and

This interlocal agreement must be approved by the governing bodies of both CITY and SHERIFF.

The parties covenant and agree that any litigation relating to this agreement, the terms and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Tyler County, Texas.

This agreement is made and entered into in the State of Texas and shall in all respects be interpreted, enforced, and governed under the laws of the State of Texas.

Should any provision of this agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall not be deemed to be part of the agreement.

All notices and other communications required or permitted under this agreement shall be deemed to have been duly given and made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail, bearing the address shown in this agreement for such party.

This agreement contains all the terms, commitments, and covenants of the parties pursuant to this agreement. Any verbal or written commitment not contained in this agreement or expressly referred to in this agreement and incorporated herein by reference shall have no force or effect.

The captions to the various clauses of this agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this agreement.

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, any immunity of defense that would otherwise be available to is against claims arising in the exercise of governmental powers and functions.

This agreement shall automatically renew every twelve months unless either party provides written notice of termination or adjustments as provided. Oral termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination.

The performance of this agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, terrorism, accident explosion, labor

force strike, fire, flood, riot, sabotage, unusually severe weather, lack of available fuel, or judicial or government laws or regulations.

The parties generally indemnify and hold harmless each other to the extent the Constitution and Laws of this State allows or shall hereinafter be stated or amended. SHERIFF assumes all risk of loss or injury to property or persons arising from its performance of the services once a detainee/inmate has been formally accepted by Jail Staff and inmate is in the official custody of SHERIFF until the time that CITY regains physical custody of the detainee/inmate. SHERIFF agrees to indemnify and hold harmless, without limitation, CITY and its agents, directors, employees, officers, and servants from and against any and all, suits, actions, legal proceedings, claims, demands, damages, costs, judgments, liabilities, losses, or expense (including, but not limited to, reasonable attorney fees) incident to its performance of the services that are cause by any act, omission, or negligence of SHERIFF, its agents, directors, employees, officers, and servants. HOWEVER, SHERIFF shall not be liable for any legal proceedings, negligent acts, or omissions of CITY, its agents, directors, employees, officers, and servants, and CITY will be solely responsible for the defense of and liability related to any such claims.

CITY must pay all amounts due under this agreement from current revenues available to it in accordance with the Act. Notwithstanding any provision to the contrary, this agreement shall terminate if the governing body of CITY fails, for whatever reason, to appropriate the necessary funds for a subsequent renewal of this agreement.

EXECUTED and EFFECTIVE on the date below.

Date: _____

BRYAN WEATHERFORD, SHERIFF
TYLER COUNTY, TEXAS

SKIP BLACKSTONE, MAYOR
CITY OF IVANHOE, TEXAS

MILTON POWERS, COUNTY JUDGE
TYLER COUNTY, TEXAS