

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT
CITY OF BRYAN AND BRAZOS COUNTY
BRAZOS COUNTY SHERIFF'S DEPARTMENT INMATE SERVICES**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the ____ day of _____, 2015, by and between the CITY OF BRYAN, TEXAS, a home rule municipal corporation ("Bryan") and BRAZOS COUNTY, a political subdivision of the State of Texas ("County"), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments ("Parties") are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of constructing and maintaining public works projects and public infrastructure; and

WHEREAS, the County has Sheriff's Department inmates who are capable of performing community service work, including but not limited to minor public works construction and maintenance projects, landscaping maintenance, and litter patrol; and

WHEREAS, the Parties recognize that allowing inmates to work off time saves the County tax dollars by reducing the number of days in custody, and saves the City tax dollars by reducing labor costs for minor projects; and

WHEREAS, the Parties previously entered into an agreement providing selected and specific maintenance/beautification services through the use of Brazos County Sheriff's Department inmates on March 27th, 2014; and

WHEREAS, Bryan desires to increase the amount of projects being performed under this Agreement, and the County would be willing to accommodate that desire, in exchange for Bryan's agreement to share in some of the additional cost; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

A. SCOPE OF WORK

1. The County shall provide Bryan with supervised inmates who can provide manual labor on minor public works infrastructure construction and maintenance projects, landscaping construction and maintenance projects, litter control, and any other reasonable task requested by the City, agreed to by the County, and permitted by law. Depending on the availability of inmates and the needs of the particular project, the County will provide labor crews of four (4) to six (6) inmates when scheduled by Bryan.

2. The County agrees to provide labor for 175 eight-hour work days annually, provided that Bryan is able to provide sufficient suitable projects. A work day is from 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break. Bryan will keep a running tally of the number of days worked in a given month. Bryan shall provide a schedule of projects including the dates, times, locations, and the requested number of inmates before the end of business on Thursday of the preceding week. In the event that Force Majeure requires a change in the schedule, Bryan will provide at least twenty-four (24) hours notice of

such change. If Bryan is unable to provide the required notice, the County will be deemed to have provided the labor for that day.

3. For the purposes of this Agreement, Force Majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions, floods, adverse weather, materials or labor shortages, strikes, slowdowns, or work stoppages.

4. Services provided by the County to Bryan shall be limited to projects within the Bryan city limits. The Parties may agree to limitations where inmate services may not be used, for example within the vicinity of schools.

5. Bryan shall provide instructions and limited training so that inmates understand their duties and responsibilities. Bryan shall provide limited supervision of construction projects so that the projects are completed safely and effectively, provided however that the Sheriff's office retains the ultimate right and responsibility for control and supervision of the inmates. Unless otherwise agreed to in writing by the Parties, Bryan shall provide materials and equipment to be used by the inmates. Inmates shall not be using riding lawn mowers when performing work under this Agreement. Bryan shall be responsible for ensuring that inmates receive adequate instruction and safety training on any equipment to be used.

B. PAYMENT OF COSTS

6. Unless otherwise agreed to in writing by the Parties, or as otherwise stated herein, each party will bear its own costs. When circumstances justify a sharing of costs, the City Manager and the Sheriff may reach a written agreement as to how costs will be shared without requiring an amendment of this Agreement, provided that the cost to each party is within the budgetary authority of the City Manager and the Sheriff.

7. In exchange for the County's agreement to ensure the availability of supervised inmates as required by this Agreement, Bryan will pay the County an amount equal to \$280 per workday, not to exceed \$49,000.00 annually. Payments shall be made on a monthly basis, in arrears, within thirty (30) days following the end of the month for which payment is being made. A copy of the monthly tally of days worked will be submitted with payment. Payment remitted to Brazos County Treasurer at 200 S. Texas Ave., Suite 240, Bryan, TX 77803.

C. TERM AND TERMINATION

8. The Parties hereby terminate the agreement entered into on March 27th, 2014.

9. This Agreement shall be effective upon execution by all parties. The initial term of the Agreement shall expire on September 30, 2016. This Agreement shall automatically renew for up to four (4) additional one-year terms, unless either party elects not to renew by providing the other party with written notice at least sixty (60) days prior to the end of the then current term.

10. Either party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

D. NOTICES

11. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, emailed, or deposited in the U.S. mail to the following parties, unless an alternative person is designated by the respective party:

Bryan: **City of Bryan**
 P.O. Box 1000
 Bryan, Texas 77805-1000
 Attn: City Manager

County: **Brazos County**
 200 S. Texas Ave., Suite 332
 Bryan, Texas 77803
 Attn: County Judge

E. MISCELLANEOUS PROVISIONS

12. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

13. This Agreement is the entire agreement between Bryan and the County relating to the provision of the Sheriff's Department inmate services for the specific functions as described above and supersedes any and all prior agreements, arrangements, or understandings, whether written or oral.

14. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.

15. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

16. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.

17. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.

18. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into, by and between the City of Bryan and Brazos County, to be effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF BRYAN

BRAZOS COUNTY

Jason P. Bienski, Mayor

Duane Peters, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Mary Lynne Stratta, City Secretary

Karen McQueen, County Clerk

APPROVED AS TO FORM:

APPROVED:

Janis K. Hampton, City Attorney

Christopher Kirk, Sheriff