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STATE OF TEXAS §
COUNTY OF HUNT §

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

**INTERLOCAL AGREEMENT
CITY OF GREENVILLE AND HUNT COUNTY FOR
HUNT COUNTY SHERIFF'S OFFICE INMATE SERVICES**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the 9 day of November, 2021, by and between the CITY OF GREENVILLE, TEXAS, a home rule municipal corporation ("Greenville"), HUNT COUNTY, a political subdivision of the State of Texas ("County"), and the Hunt County Sheriff's Office ("H.C.S.O."), 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 H.C.S.O. has Sheriff's Office 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

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

A. SCOPE OF WORK

1. The H.C.S.O. shall provide Greenville with inmates supervised by a licensed detention officer, or any other qualified and licensed personnel meeting the requirements of the Texas Commission on Jail Standards rules, 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 identified by the City, agreed to by the H.C.S.O., and permitted by law. Greenville shall be responsible for overseeing work, directing labor, and managing projects. Depending on the availability of inmates and the needs of the particular project, the H.C.S.O. will provide labor crews of four (4) to six (6) inmates for scheduled work projects. The H.C.S.O. will schedule the particular days and time that crews are available.

2. Greenville will keep a running tally of the number of days worked in a given month. H.C.S.O. will provide Greenville an estimate of each week's estimated crew availability by the end of the preceding week. In the event that Force Majeure requires a change in the schedule, Greenville will provide at least twenty-four (24) hours' notice of such change. If Greenville is unable to provide the required notice, the H.C.S.O. 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 H.C.S.O. to Greenville shall be limited to projects within the Greenville city limits. The Parties may agree to limitations where inmate services may not be used, for example within the vicinity of schools.

5. Greenville shall provide instructions and limited training so that inmates understand their duties and responsibilities. Greenville 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, Greenville shall provide materials and equipment to be used by the inmates. Greenville 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 in Paragraph 7, below, 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 H.C.S.O.'s agreement to ensure the availability of supervised inmates as required by this Agreement, Greenville will pay the costs of transportation, an armed guard, all necessary equipment, and insurance coverage of up to \$1,000,000 per incident. In exchange for Greenville's payment of these costs H.C.S.O. will provide a lunch meal for the supervised inmates and coordinate the scheduling of their shifts.

8. Greenville will pay these costs periodically upon receipt of invoice. Checks for payment will be sent to the Hunt County Auditor.

C. TERM AND TERMINATION

9. This Agreement shall be effective upon execution by all parties. The initial term of the Agreement shall expire on December 31, 2025. This Agreement shall automatically renew for up to four (4) additional one-year terms, unless any 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. Any 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:

Greenville:	City of Greenville Attn: City Manager 2821 Washington St. P.O. Box 1049 Greenville, TX 75403
County:	Hunt County Attn: County Judge 2507 Lee St., 2nd Floor Greenville, Texas 75401
H.C.S.O.:	Hunt County Sheriff's Office Attn: Sheriff 2801 Stuart St. Greenville, Texas 75401

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 Greenville, the County, and the H.C.S.O. relating to the provision of the Sheriff's Office 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 Hunt County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Hunt County, Texas.

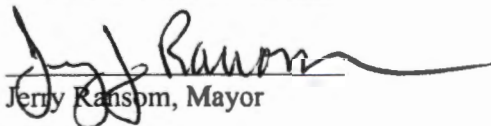
17. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed 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.

19. The parties represent that they will pay all charges incurred pursuant to this contract with current revenues of each government, and each party represents that this Agreement has been approved by the governing body of that party.

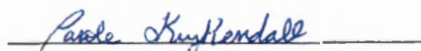
NOW THEREFORE, this Agreement is made and entered into, by and between the City of Greenville and Hunt County, to be effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF GREENVILLE

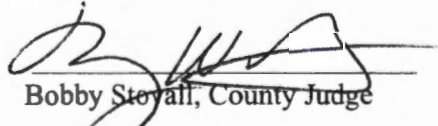

Jerry Ransom, Mayor

Date: 11-9-2021

ATTEST:


Carole Kuykendall, City Secretary

HUNT COUNTY


Bobby Stovall, County Judge

Date: 11-1-21

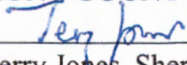
ATTEST:


Becky Landrum, County Clerk


APPROVED AS TO FORM.

Daniel Ray, City Attorney

HUNT COUNTY SHERIFF'S OFFICE



Terry Jones, Sheriff

Date: 11-2-2021

17,099 (2)

RESOLUTION NO. 21-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH HUNT COUNTY FOR INMATE LABOR TO BE UTILIZED FOR COMMUNITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

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 perform governmental functions and services, and

WHEREAS, there is a need for the City to enter into an agreement with Hunt County wherein the City and Hunt County will provide inmates who are capable of performing certain community service work; and

WHEREAS, it is determined by the City Council that entry into said agreement is in the best interest of the citizens of Greenville, Texas.

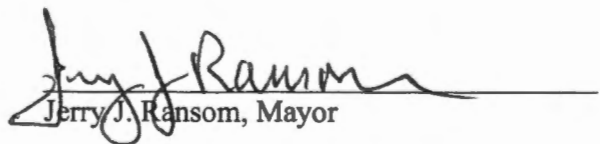
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. The Mayor is hereby authorized to execute on behalf of the City of Greenville, Texas, an agreement with Hunt County, pursuant to Texas Government Code, Chapter 791, known as the "Interlocal Cooperation Act" wherein the City of Greenville and Hunt County will provide inmates to perform certain community service work in Greenville, Texas, pursuant to the Interlocal Agreement kept on file and maintained in the City Secretary's office.

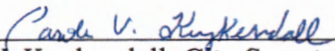
SECTION 2. That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of conflict only.

SECTION 4. This Resolution shall take effect and be in full force on the 9th day of November 2021.

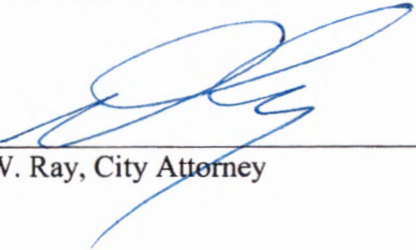

Jerry J. Ransom, Mayor

ATTEST:



Carole V. Kuykendall, City Secretary

APPROVED AS TO FORM:



Daniel W. Ray, City Attorney