

## **Memorandum of Understanding**

**AGREEMENT**, made this 12th day of July 2021, between the Polk County Sheriff's Office (hereafter PCSO) and the MTC Management & Training Corporation/IAH Secure Adult Detention Facility (hereafter IAH)

**WHEREAS**, the Sheriff of Polk County Texas desires to exercise his Authority Granted to him by the State of Texas for the benefit of the citizens and entities located in Polk County;

**WHEREAS**, IAH is an entity located in Polk County Texas;

**WHEREAS**, the parties recognize and acknowledge the unique challenges of providing for the safety of the individual employed with and/or housed at IAH;

**NOW, THEREFORE**, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows;

### **ARTICLE I.**

- a. **PLAN.** The parties shall develop a written plan that includes recommendations that take into account the unique challenges that PCSO would face in an effort to respond to and/or investigate criminal offenses, conduct its law enforcement duties and maintain order at IAH.
- b. **Training.** Pursuant to the plan referenced above, the parties to this agreement agree to conduct joint training exercises on a periodic basis in an effort to respond to a variety of scenarios and/or contingencies.
- c. **Resources.** The Sheriff of Polk County, in his sole discretion shall determine the circumstances that trigger the deployment and/or allocation of Sheriff's Department resources to IAH. The Sheriff shall, in his sole discretion, determine the personnel, assets and the duration associated with the deployment of said resources.

### **ARTICLE II.**

- a. **AUTHORITY.** This agreement in no way shall be construed to abrogate, limit and/or constrain the Constitutional and statutory authority of the Sheriff of Polk County, his designees, employees or agents. This agreement in no way shall be construed to delegate the authority of the Sheriff of Polk County, his designees, employees or agents to any other individual or entity or entities. The foregoing applies even when the Sheriff of Polk County, his designees, employees or agents are on IAH Property.
- b. **TERM.** The agreement term shall commence on the day of its execution as indicated below and shall end immediately upon written notice by either party.

### **ARTICLE III.**

#### **RECORDS AND DOCUMENTATION**

- a. **RECORDS, AUDIT AND REVIEW.** The Parties agree to maintain evidence, reports, supplements, relevant documents and detailed records of financial transactions adequate to permit an audit or inspection by any other party to this agreement and/or the appropriate legal authorities. All accounting records shall be kept in accordance with generally accepted accounting practices and reported to the appropriate authority as required by applicable law.
- b. **OTHER/FURTHER DOCUMENTS.** The parties hereto covenant and agree that they will execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this agreement.

### **ARTICLE IV.**

#### **ADMINISTRATION**

- a. **CONTRACT ADMINISTRATOR.** Each Party shall designate an individual who will act as the administrator of this Agreement. This Administrator, or their designee, will be responsible for communication and ensuring compliance with the terms and conditions of this Agreement.
- b. **COORDINATION.** Information, law enforcement efforts and operational efforts will be shared, coordinated and cooperatively carried out by the parties in accordance with this agreement.
- c. **FUNDING.** This agreement is not an obligation or commitment of funds or personnel nor a basis for transfer of funds. All obligations of and expenditures by the parties in furtherance of this agreement are subject to the parties' respective budgetary and fiscal processes and availability of funds pursuant to all applicable law, regulations and policies.

### **ARTICLE V.**

#### **SUPPLEMENTARY PROVISIONS**

- a. **SEVERABILITY.** Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.
- b. **IDEMNIFICATION.** The Parties agree to indemnify and hold harmless and defend each other and any of its officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage or any other

losses arising out of or in connection with or in any way associated with the performance or the terms and conditions of this agreement.

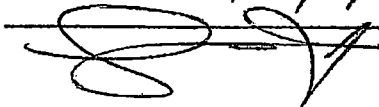
c. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreement, either written or oral. No official, employee, agent or representative of a Part has any authority, either express or implied, to amend this agreement, except pursuant to such express authority as may be granted by this agreement.

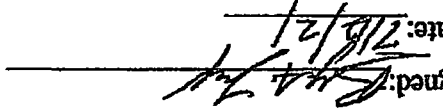
d. **ASSIGNMENT.** The obligations of the Parties under this agreement shall not be assigned without the approval in writing of the Parties to this agreement.

e. **NON-WAIVER.** No waiver of any covenant or condition of this agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this agreement.

f. **AMENDMENT.** This Agreement may be amended only by written instrument signed by all Parties.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be duly executed and attested by their duly authorized representative all as of the date.

Signed:   
Date: 7/12/2021  
Printed Name: Alexander Sanchez  
Title: Warden  
MTC Management & Training Corporation  
IAH Secure Adult Detention Facility

Signed:   
Date: 7/12/21  
Printed Name: Byron Lyons  
Title: Sheriff  
Polk County Sheriff's Office  
Polk County, Texas