

AN ORDINANCE 2008-01-31-0084

**APPROVING AN INTERLOCAL AGREEMENT FOR
EXECUTION WITH VARIOUS MUNICIPALITIES WITHIN
BEXAR COUNTY FOR THE PROVISION OF DETENTION
SERVICES.**

* * * * *

WHEREAS, local arresting agencies have used the City's Detention Facility located at 401 S. Frio Street to drop off persons arrested in Bexar County (the "County") who are charged with state law Class B misdemeanor or higher offenses; and

WHEREAS, for over a decade, the City of San Antonio (the "City") has provided detention services for all arresting agencies within Bexar County at no cost; and

WHEREAS, in 2007, the City and County entered into an Interlocal Agreement to transfer the magistration function performed at the Detention Facility from the City to the County; and

WHEREAS, as part of this agreement, the County also agreed to share in the costs of operating the Detention Facility; and

WHEREAS, detention services include use of the Detention Facility, resources and services for all law enforcement agencies within Bexar County, with services consisting of:

1. Arrestee search and booking services; and
2. Secure and safe housing, release and transfer of all arrestees; and
3. Safe movement of arrestees within the Detention Facility; and
4. Inventory, storage and return of all personal property of arrestees pending transfer or release; and
5. Medical evaluation and monitoring (both mental and physical) of all arrestees and, if necessary, arranging for secure transfer to a medical or mental health facility; and

WHEREAS, the City desires to enter into formal written Interlocal Agreements with various municipalities to ensure the systematic and efficient operation of the Detention Facility; and

WHEREAS, a fee formula was developed to achieve a more equitable sharing of associated detention costs on a "per arrestee" basis, requiring participating agencies to pay a \$56 Detention Services Fee per arrestee; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the proposed Interlocal Agreements with participating municipalities, **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council approves the terms of a standard Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Attachment I, and authorizes the City Manager or her designee to execute the Agreement with participating municipalities.

SECTION 2. The City Council authorizes a fee of \$56.00 to be assessed per arrestee for City Detention Center Services as included in the Interlocal Agreement approved in Section 1.

SECTION 3. This ordinance shall be effective immediately upon receiving eight (8) affirmative votes. In the event of less than eight (8) affirmative votes, then this ordinance shall be effective on the tenth (10th) day after passage.

PASSED AND APPROVED this 31st day of January, 2008.



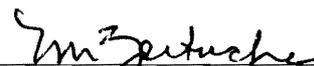
M A Y O R

PHIL HARDBERGER

ATTEST:

for 
City Clerk

APPROVED AS TO FORM:


for City Attorney

Agenda Item:	28						
Date:	01/31/2008						
Time:	03:04:48 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving an Interlocal Agreement for execution with various municipalities within Bexar County for the provision of detention services. [Sheryl Sculley, City Manager; John Bull, Presiding Judge, Municipal Court]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1	x					
Sheila D. McNeil	District 2		x				x
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6	x					
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x			x	



CMS or Ordinance Number: CN0040002604

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Services

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Alamo Heights, a political subdivision of the State of Texas ("Alamo Heights") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Alamo Heights' arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401 S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance ("PR") bonds prior to Jail transfer.

E. "COSA Magistrate" means a magistrate duly appointed by the COSA City Council.

F. "County" means the Bexar County governmental entity and its officers and employees.

G. "County Magistrate" means a magistrate duly appointed and approved by County.

H. "Detention Staff" mean employees of COSA at the Facility.

I. "Identification Services" means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. "Jail" means the Bexar County Adult Detention Facility.

K. "Magistration" means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. "MAGS" means the COSA computer system used by COSA and County to track information associated with APs.

M. "Mug Shot System" means the equipment and computer system utilized to photograph APs.

N. "Municipal Court Clerk" means the COSA's Municipal Court Clerk.

O. "Offense Codes" means the numeric code that corresponds to criminal offenses under Texas State law.

P. "Presiding Judge" means the COSA's Presiding Municipal Court Judge.

Q. "SAPD" means the COSA Police Department.

R. "Sheriff" means the County Sheriff, or his/her designees.

S. "SID" means inmate identification number.

ARTICLE III TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Alamo Heights APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Alamo Heights Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Alamo Heights Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Alamo Heights Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Alamo Heights APs that are charged only with Class "C" Misdemeanors or Alamo Heights municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Alamo Heights APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 **Fees**. Alamo Heights shall pay COSA for the acceptance of Alamo Heights APs by or on behalf of Alamo Heights into the Facility

- A. **Flat Rate**. Alamo Heights shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. **Invoice**. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. **Fair Compensation**. COSA and Alamo Heights agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Alamo Heights shall be delivered or sent to:

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Alamo Heights and the COSA City Council, respectively.

EXECUTED this 5th day of March, 2008.

CITY OF ALAMO HEIGHTS,
a political subdivision of the State of Texas

By: Rebecca Waldman
Name: REBECCA WALDMAN
Title: CITY MANAGER

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: Sheryl Sculley
Name: SHERYL SCULLEY
Title: City Manager

ATTEST:

Judith E. Surratt
Name: JUDITH E. SURRATT
Title: DEPUTY CITY SECRETARY

Leticia M. Vacek
Name: LETICIA M. VACEK
Title: City Clerk

APPROVED AS TO FORM:

Michael S. Brennan
Name: Michael S. Brennan
Title: City Attorney
Entity: City of Alamo Heights

APPROVED AS TO FORM:

Michael Bernard
Name: MICHAEL BERNARD
Title: City Attorney
Entity: City of San Antonio, Texas

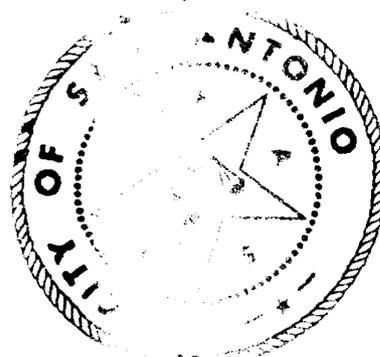


EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002605

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Services

Commencement Date:

2/1/2008

Expiration Date:

1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

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The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Balcones Height's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

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H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

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M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

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O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

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ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Balcones Heights APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Balcones Heights Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

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4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

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ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Balcones Heights shall pay COSA for the acceptance of Balcones Heights APs by or on behalf of Balcones Heights into the Facility

- A. Flat Rate. Balcones Heights shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Balcones Heights agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Balcones Heights shall be delivered or sent to:

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Balcones Heights and the COSA City Council, respectively.

EXECUTED this 5th day of FEBRUARY 2008.

BALCONES HEIGHTS,
a political subdivision of the State of Texas

By: [Signature]
Name: JIM LARSON
Title: Mayor

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
SHERYL SCULLEY
City Manager

ATTEST:

[Signature]
Name: DELIA FLORES
Title: CITY SECRETARY

[Signature]
LETICIA M. VACEK
City Clerk

APPROVED:

Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:

[Signature]
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002603

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Services

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Castle Hills, a political subdivision of the State of Texas ("Castle Hills") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Castle Hill's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401 S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Castle Hills APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Castle Hills Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Castle Hills Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Castle Hills Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Castle Hills APs that are charged only with Class "C" Misdemeanors or Castle Hills municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Castle Hills APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V
FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Castle Hills shall pay COSA for the acceptance of Castle Hills APs by or on behalf of Castle Hills into the Facility

- A. Flat Rate. Castle Hills shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Castle Hills agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Castle Hills shall be delivered or sent to:

CITY OF CASTLE HILLS
ATTN: CITY MANAGER
209 LEMONWOOD DR
SAN ANTONIO, TX 78213

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Castle Hills and the COSA City Council, respectively.

EXECUTED this 1st day of February 2008.

CITY OF CASTLE HILLS
a political subdivision of the State of Texas

By: Marcy Harper
Name: MARCY HARPER
Title: MAYOR

ATTEST:

Kinda Gill
Name: KINDA GILL
Title: CITY SECRETARY

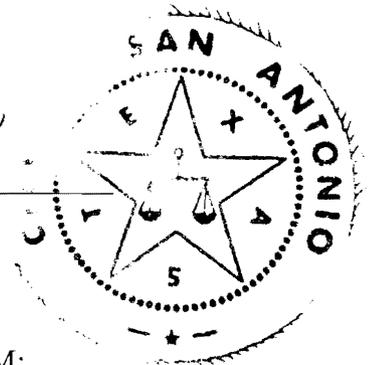
APPROVED:

Michael S. Brennan
Name: MICHAEL S. BRENNAN
Title: CITY ATTORNEY
Entity: CASTLE HILLS

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: Sheryl Sculley
SHERYL SCULLEY
City Manager

Leticia M. Vacek
LETICIA M. VACEK
City Clerk



APPROVED AS TO FORM:

Michael Bernard
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



CMS or Ordinance Number: CN0040002606

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Srvs

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of China Grove, a political subdivision of the State of Texas ("China Grove") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting China Grove's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for China Grove APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The China Grove Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The China Grove Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by China Grove Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. China Grove APs that are charged only with Class "C" Misdemeanors or China Grove municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give China Grove APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. China Grove shall pay COSA for the acceptance of China Grove APs by or on behalf of China Gronve into the Facility

- A. Flat Rate. China Grove shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and China Grove agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to China Grove shall be delivered or sent to:

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by China Grove and the COSA City Council, respectively.

EXECUTED this 5th day of FEBRUARY 2008.

_____,
a political subdivision of the State of Texas

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: *Dennis A. Dunk*
Name: DENNIS A. DUNK
Title: MAYOR - CHINA GROVE

By: *Sheryl Sculley*
SHERYL SCULLEY
City Manager

ATTEST:

Name: _____
Title: _____

Leticia M. Vacek
LETICIA M. VACEK
City Clerk

APPROVED:

Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:

Michael Bernard
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas





CMS or Ordinance Number: CN0040002607

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Srvs

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Fair Oaks Ranch, a political subdivision of the State of Texas ("Fair Oaks Ranch") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Fair Oaks Ranch's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Fair Oaks Ranch APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Fair Oaks Ranch Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Fair Oaks Ranch Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Fair Oaks Ranch Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Fair Oaks Ranch APs that are charged only with Class "C" Misdemeanors or Fair Oaks Ranch municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Fair Oaks Ranch APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Fair Oaks Ranch shall pay COSA for the acceptance of Fair Oaks Ranch APs by or on behalf of Fair Oaks Ranch into the Facility

- A. Flat Rate. Fair Oaks Ranch shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Fair Oaks Ranch agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Fair Oaks Ranch shall be delivered or sent to:

Chief of Police
7286 Dietz Ekman
Fair Oaks Ranch
TX 78415

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Fair Oaks Ranch and the COSA City Council, respectively.

EXECUTED this 5th day of FEBRUARY 2008.

City of Fair Oaks Ranch,
a political subdivision of the State of Texas

By: Paul Kasprong
Name: Paul Kasprong
Title: Mayor Pro Tem

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
SHERYL SCULLEY
City Manager

ATTEST:

[Signature]
Name: Carole Vazant
Title: City Secretary

[Signature]
LETICIA M. VACEK
City Clerk

APPROVED:

[Signature]
Name: Amphibious
Title: City Attorney
Entity: City of Fair Oaks Ranch

APPROVED AS TO FORM:

[Signature]
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002608

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Srvs

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Converse, a political subdivision of the State of Texas ("Converse") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Converse's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

R. "Sheriff" means the County Sheriff, or his/her designees.

S. "SID" means inmate identification number.

ARTICLE III **TERM AND TERMINATION**

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV **DETENTION OPERATIONS**

4.01 Services. COSA shall provide temporary holding services and detention staff for Converse APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Converse Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Converse Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Converse Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Converse APs that are charged only with Class "C" Misdemeanors or Converse municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Converse APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Converse shall pay COSA for the acceptance of Converse APs by or on behalf of Converse into the Facility

- A. Flat Rate. Converse shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Converse agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Converse shall be delivered or sent to:

City of Converse
PO Box 36
Converse, TX 78109

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI **CURRENT REVENUE**

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII **LEGAL CONSTRUCTION, SEVERABILITY**

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII **ENTIRE AGREEMENT**

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Converse and the COSA City Council, respectively.

EXECUTED this 18th day of December, 2007.

City of Converse
a political subdivision of the State of Texas

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: Al Suarez
Name: Al Suarez
Title: Mayor

By: [Signature]
Name: SHERYL SCULLEY
Title: City Manager



[Signature]
Name: Adriana I. Hieronymus
Title: City Secretary

[Signature]
Name: LETICIA M. VACEK
Title: City Clerk

APPROVED:

APPROVED AS TO FORM:

Name: _____
Title: _____
Entity: _____

[Signature]

MICHAEL BERNARD
City Attorney
City of San Antonio, Texas

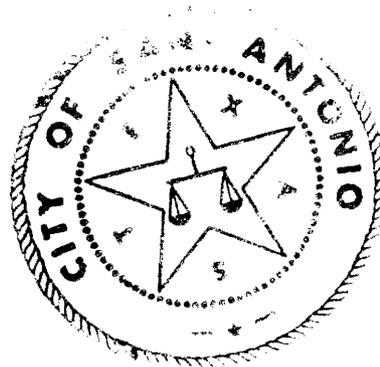


EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CITY OF SAN ANTONIO MUNICIPAL COURTS

401 SOUTH FRIO STREET
SAN ANTONIO, TEXAS 78207-4432
210-207-7710

John Bull, PRESIDING JUDGE

Frederick P. Garcia, Jr., COURT CLERK

Norma Morales-Arias, COURT ADMINISTRATOR

November 30, 2007

Honorable Al Suarez
Mayor
City of Converse
P.O. Box 36
Converse, Texas 78109

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
08 JAN 22 AM 10:45

RE: Interlocal Agreement for Detention Services with the City of San Antonio

Honorable Mayor Suarez:

Thank you for allowing staff from the City of San Antonio to attend the recent Greater Bexar County Council of Cities meeting. I have enclosed the Agreement, a copy of which I provided for review at the meeting. After reviewing the agreement, if the terms are acceptable, please approve the agreement and return to me no later than December 31, 2007. I will then have San Antonio's City Council approval the agreement. If the City of Converse decides not to enter into the agreement for Detention Services with the City of San Antonio, please be kind enough to notify me so that I may advise our detention staff.

The City of San Antonio looks forward to continuing its relationship with the City of Converse. If you have any questions, please feel free to contact me.

Sincerely,

Frederick P. Garcia, Jr.
Municipal Court Clerk

sn: FPG
w/ encl.
cc: Erik Walsh, Assistant City Manager



Expanding Horizons

CITY OF CONVERSE
CITY ADMINISTRATION

403 S. Seguin
P. O. Box 36
Converse, Texas 78109
(210) 658-5356
Fax: 659-0964
Web Site: www.conversetx.net
E-mail: cityhall@conversetx.net

City Clerk
PO Box 839966
San Antonio, Texas 78283-3966

January 18, 2008

Dear Ms. Vacek:

Please find enclosed two original Interlocal Agreement documents. Once endorsed by the appropriate parties of the City of San Antonio, please return one of the originals back to the address listed on page 7 for our records.

Thank you for your assistance.

Sincerely,

Leigh Ann Rogers
Administrative Secretary
City Hall

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
08 JAN 22 AM 10:45



CMS or Ordinance Number: CN0040002609

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Srvs

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH THE CITY OF SAN ANTONIO

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Elmendorf, a political subdivision of the State of Texas ("Elmendorf") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Elmendorf's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401 S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance ("PR") bonds prior to Jail transfer.

E. "COSA Magistrate" means a magistrate duly appointed by the COSA City Council.

F. "County" means the Bexar County governmental entity and its officers and employees.

G. "County Magistrate" means a magistrate duly appointed and approved by County.

H. "Detention Staff" mean employees of COSA at the Facility.

I. "Identification Services" means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. "Jail" means the Bexar County Adult Detention Facility.

K. "Magistration" means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistered on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. "MAGS" means the COSA computer system used by COSA and County to track information associated with APs.

M. "Mug Shot System" means the equipment and computer system utilized to photograph APs.

N. "Municipal Court Clerk" means the COSA's Municipal Court Clerk.

O. "Offense Codes" means the numeric code that corresponds to criminal offenses under Texas State law.

P. "Presiding Judge" means the COSA's Presiding Municipal Court Judge.

Q. "SAPD" means the COSA Police Department.

- R. "Sheriff" means the County Sheriff, or his/her designees.
- S. "SID" means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Elmendorf APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Elmendorf Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Elmendorf Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Elmendorf Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Elmendorf APs that are charged only with Class "C" Misdemeanors or Elmendorf municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearanc and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

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4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

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4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Elmendorf APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V **FACILITY POLICIES AND PROCEDURES**

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEEES

6.01 Fees. Elmendorf shall pay COSA for the acceptance of Elmendorf APs by or on behalf of Elmendorf into the Facility

- A. Flat Rate. Elmendorf shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenancce, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in Exhibit A will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Elmendorf agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

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RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

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7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Elmendorf shall be delivered or sent to:

MAYOR THOMAS HICKS
PO Box 247
ELMENDORF, TEXAS
78112

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

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ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Elmendorf and the COSA City Council, respectively.

EXECUTED this 23rd day of May

City of Elmendorf,
a political subdivision of the State of Texas

By: Thomas P. Hicks
Name: Thomas P Hicks
Title: Mayor

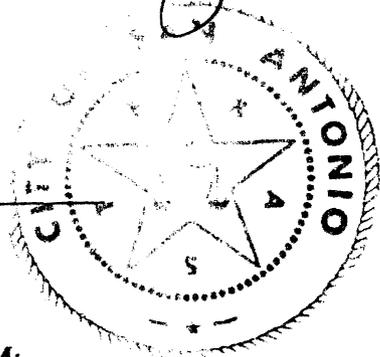
CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
Name: SHERYL SCULLEY
Title: City Manager

ATTEST:

[Signature]
Name: Cody D. Dailey
Title: City Administrator

[Signature]
Name: LETICIA M. VACEK
Title: City Clerk



APPROVED:

Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:

[Signature]
Name: MICHAEL BERNARD
Title: City Attorney
City of San Antonio, Texas

EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002664

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Helotes, a political subdivision of the State of Texas ("Helotes") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Helotes' arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Helotes APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Helotes Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Helotes Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to streamline the time required to follow Facility procedures by Helotes Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Helotes APs that are charged only with Class "C" Misdemeanors or Helotes municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Helotes APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI

FEES

ARTICLE VI
FEES

6.01 Fees. Helotes shall pay COSA for the acceptance of Helotes APs by or on behalf of Helotes into the Facility

- A. Flat Rate. Helotes shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Helotes agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Helotes shall be delivered or sent to:

Mayor
City of Helotes
12951 Bandera Road (if hand delivered)
P O Box 507
Helotes, TX 78023

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

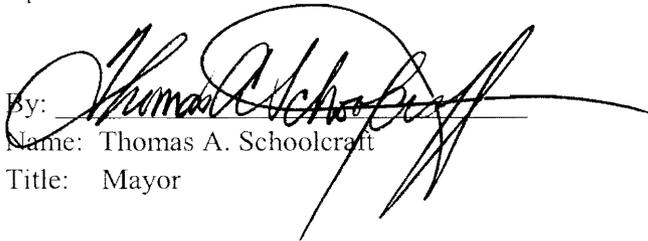
13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Helotes and the COSA City Council, respectively.

EXECUTED this 5th day of FEBRUARY 2008.

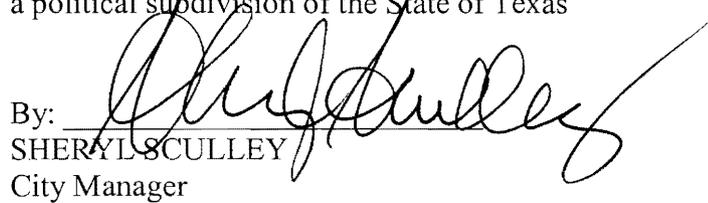
CITY OF HELOTES

a political subdivision of the State of Texas

By: 
Name: Thomas A. Schoolcraft
Title: Mayor

CITY OF SAN ANTONIO,

a political subdivision of the State of Texas

By: 
SHERYL SCULLEY
City Manager

ATTEST:


Name: Grace Tamez
Title: City Secretary


LETICIA M. VACEK
City Clerk

APPROVED:

Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:



MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002665

TSLGRS File Code:1000-25

Document Title:

CONT - .

Commencement Date:

2/1/2008

Expiration Date:

1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Hill Country Village, a political subdivision of the State of Texas ("Hill Country Village") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Hill Country Village's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

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H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

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ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Hill Country Village APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Hill Country Village Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

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FACILITY POLICIES AND PROCEDURES

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5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Hill Country Village shall pay COSA for the acceptance of Hill Country Village APs by or on behalf of Hill Country Village into the Facility

- A. Flat Rate. Hill Country Village shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
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ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

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Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

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CURRENT REVENUE

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11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

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LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Hill Country Village and the COSA City Council, respectively.

EXECUTED this 13th day of December 2007.

City of Hill Country Village,
a political subdivision of the State of Texas

By: [Signature]
Name: Kirk W. Francis
Title: Mayer

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
SHERYL SCULLEY
City Manager

ATTEST:

[Signature]
Name: Frank Morales
Title: Interim City Administrator

[Signature]
LETICIA M. VACEK
City Clerk

APPROVED:



Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:



MICHAEL BERNARD
City Attorney
City of San Antonio, Texas





CMS or Ordinance Number: CN0040002666

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH THE CITY OF SAN ANTONIO

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Hollywood Park, a political subdivision of the State of Texas ("Hollywood Park") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I **PURPOSE**

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Hollywood Park's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II **DEFINITIONS**

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Hollywood Park APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Hollywood Park Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Hollywood Park Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Hollywood Park Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Hollywood Park APs that are charged only with Class "C" Misdemeanors or Hollywood Park municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Hollywood Park APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V
FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Hollywood Park shall pay COSA for the acceptance of Hollywood Park APs by or on behalf of Hollywood Park into the Facility

- A. Flat Rate. Hollywood Park shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Hollywood Park agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Hollywood Park shall be delivered or sent to:

Town of Hollywood Park
Attn: Barbara M. Haddock, City Secretary
#2 Mecca Drive
Hollywood Park, TX 78232

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

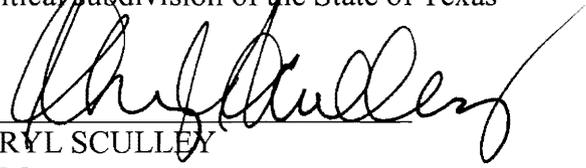
representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Hollywood Park and the COSA City Council, respectively.

EXECUTED this 15th day of January 2008.

TOWN OF HOLLYWOOD PARK,
a political subdivision of the State of Texas

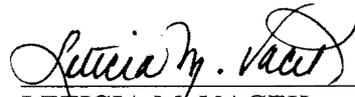
By: 
Name: RICHARD MCILVEEN
Title: MAYOR

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: 
Name: SHERYL SCULLEY
City Manager

ATTEST:


Name: BARBARA M. HADDOCK
Title: CITY SECRETARY


Name: LETICIA M. VACEK
City Clerk

APPROVED:

Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:


Name: MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002667

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Kirby, a political subdivision of the State of Texas ("Kirby") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Kirby's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401 S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Kirby APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Kirby Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Kirby Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to streamline the time required to follow Facility procedures by Kirby Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Kirby APs that are charged only with Class "C" Misdemeanors or Kirby municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistered APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

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4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

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4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Kirby APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI

FEES

ARTICLE VI
FEES

6.01 Fees. Kirby shall pay COSA for the acceptance of Kirby APs by or on behalf of Kirby into the Facility

- A. Flat Rate. Kirby shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Kirby agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Kirby shall be delivered or sent to:

Attn: Zina Tedford
Kirby City Hall
112 Bayman
Kirby, TX 78219

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Kirby and the COSA City Council, respectively.

EXECUTED this 3 day of January 2008.

City of Kirby,
a political subdivision of the State of Texas

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: *Johnny Buffek, Jr.*
Name: Johnny Buffek, Jr.
Title: Mayor

By: *Sheryl Sculle*
SHERYL SCULLE
City Manager

ATTEST:

Patty Cox
Name: Patty Cox
Title: City Secretary

Leticia M. Vacek
LETICIA M. VACEK
City Clerk

APPROVED:

Zina E. Tedford
Name: ZINA E Tedford
Title: City Mgr
Entity: City of Kirby

APPROVED AS TO FORM:

Michael Bernard
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas





CMS or Ordinance Number: CN0040002668

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
9/30/2008

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Leon Valley, a political subdivision of the State of Texas ("Leon Valley") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Leon Valley's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401 S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance ("PR") bonds prior to Jail transfer.

E. "COSA Magistrate" means a magistrate duly appointed by the COSA City Council.

F. "County" means the Bexar County governmental entity and its officers and employees.

G. "County Magistrate" means a magistrate duly appointed and approved by County.

H. "Detention Staff" mean employees of COSA at the Facility.

I. "Identification Services" means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. "Jail" means the Bexar County Adult Detention Facility.

K. "Magistration" means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. "MAGS" means the COSA computer system used by COSA and County to track information associated with APs.

M. "Mug Shot System" means the equipment and computer system utilized to photograph APs.

N. "Municipal Court Clerk" means the COSA's Municipal Court Clerk.

O. "Offense Codes" means the numeric code that corresponds to criminal offenses under Texas State law.

P. "Presiding Judge" means the COSA's Presiding Municipal Court Judge.

Q. "SAPD" means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III **TERM AND TERMINATION**

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through **September 30, 2008**, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on **October 1, 2008** for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV **DETENTION OPERATIONS**

4.01 Services. COSA shall provide temporary holding services and detention staff for Leon Valley APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Leon Valley Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Leon Valley Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Leon Valley Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Leon Valley APs that are charged only with Class "C" Misdemeanors or Leon Valley municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Leon Valley APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Leon Valley shall pay COSA for the acceptance of Leon Valley APs by or on behalf of Leon Valley into the Facility

- A. Flat Rate. Leon Valley shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Leon Valley agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Leon Valley shall be delivered or sent to:

City Manager, Lanny S. Lambert
Leon Valley City Hall
6400 El Verde
Leon Valley, Texas 78238

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Leon Valley and the COSA City Council, respectively.

EXECUTED this 5th day of FEBRUARY 2008.

City of Leon Valley, Texas,
a political subdivision of the State of Texas

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: *Lanny S. Lambert*
Name: Lanny S. Lambert
Title: City Manager

By: *Sheryl Sculley*
Name: SHERYL SCULLEY
Title: City Manager

ATTEST:

Marie Feutz
Name: Marie Feutz
Title: City Secretary

Leticia M. Vacek
Name: LETICIA M. VACEK
Title: City Clerk

APPROVED:

William M. McKarve
Name: William M. McKarve
Title: City Attorney
Entity: City of Leon Valley, Texas

APPROVED AS TO FORM:

Michael Bernard
Name: MICHAEL BERNARD
Title: City Attorney
Entity: City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.

City of San Antonio Detention Services Fee Calculation

FISCAL DATA SUMMARY

Projected Detention Facility Operating Cost for FY 2008:

A. Fiscal Year:	<u>From: Oct-2007</u>	<u>To: Sept-2008</u>	
			Annual Cost
B. Total Personnel Services Costs.....	\$		2,224,340
C. Total Contractual Services Costs.....	\$		576,202
D. Total Commodities Costs.....	\$		38,844
E. Total Self-Insurance/Other Expenditure Costs.....	\$		295,086
F. One Time Capital Improvement Costs	\$		750,000
G. Building Depreciation Costs.....	\$		158,146
H. Indirect Costs.....	\$		333,089
I. Total Operating Costs.....	\$		4,375,707
J. County Contribution.....	\$		989,797
K. Total Operating Costs Less County Contribution.....	\$		3,385,910

PER ARRESTEE COST TABLE

Current Status	Total/Avg
FY 2008 Projected Operating Cost	\$ 3,385,910
Number of Arrestees	60,374
Per Unit Cost	\$56.08

Note: \$56 fee assessment would apply only to those arrests which result from onsite offenses.



CMS or Ordinance Number: CN0040002589

TSLGRS File Code:1000-25

Document Title:
CONT - Interlocal Agreement for Detention Services

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Live Oak, a political subdivision of the State of Texas ("Live Oak") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Live Oak's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Live Oak APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Live Oak Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Live Oak Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Live Oak Arresting Agency officers.

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4.05 Additional Rights to Refuse to Accept AP. Live Oak APs that are charged only with Class "C" Misdemeanors or Live Oak municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

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- 4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.
- 4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.
- 4.15 Equal Treatment. COSA shall give Live Oak APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V
FACILITY POLICIES AND PROCEDURES

- 5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.
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- 5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.
- 5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Live Oak shall pay COSA for the acceptance of Live Oak APs by or on behalf of Live Oak into the Facility

- A. Flat Rate. Live Oak shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Live Oak agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Live Oak shall be delivered or sent to:

City of Live Oak
2001 Shin Oak Drive
Live Oak, TX
78233

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Live Oak and the COSA City Council, respectively.

EXECUTED this 10th day of January 2008.

City of Live Oak,
a political subdivision of the State of Texas

By: [Signature]
Name: Matthew Smith
Title: City Manager

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
SHERYL SCULLEY
City Manager

ATTEST:

[Signature]
Name: Deborah L. Goza
Title: City Secretary

[Signature]
LETICIA M. YACEK
City Clerk

APPROVED AS TO FORM

[Signature]
Name: Charles E. Zech
Title: City Attorney
Entity: Denton, Navarro, Rock & Bernal, P.C.

APPROVED AS TO FORM:

[Signature]
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.

COPY

RESOLUTION NO. 1756

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS FOR DETENTION SERVICES

RECEIVED
CITY OF SAN ANTONIO
08 FEB - 6 AM 10:11

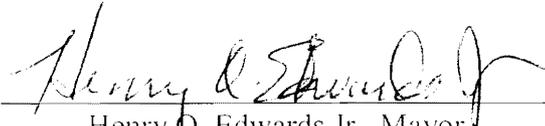
WHEREAS; The City of San Antonio (COSA) has the intention of collecting fees from the Home-Ruled Municipalities within Bexar County for the detention of Prisoners who are waiting the magistrate process; and

WHEREAS; The City of San Antonio and the City of Live Oak has reached an agreement for the provision of these fees to be paid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS:

1. The city manager is authorized to execute an Interlocal Agreement with the City of San Antonio, Bexar County, Texas for detention services, which include payment of a City of San Antonio flat fee of \$56.00 per arrestee; and
2. A copy of this Interlocal Agreement is attached hereto and made a part hereof as Exhibit "1."

PASSED and APPROVED the 3th day of January, 2008


Henry O. Edwards Jr., Mayor

ATTEST:


Deborah L. Goza, City Secretary

APPROVED AS TO LEGAL SUFFICIENCY:


City Attorney



CMS or Ordinance Number: CN0040002669

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:

2/1/2008

Expiration Date:

1/31/2009

INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH THE CITY OF SAN ANTONIO

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Olmos Park, a political subdivision of the State of Texas ("Olmos Park") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I **PURPOSE**

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Olmos Park's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II **DEFINITIONS**

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

R. “Sheriff” means the County Sheriff, or his/her designees.

S. “SID” means inmate identification number.

ARTICLE III TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Olmos Park APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Olmos Park Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Olmos Park Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Olmos Park Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Olmos Park APs that are charged only with Class "C" Misdemeanors or Olmos Park municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Olmos Park APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Olmos Park shall pay COSA for the acceptance of Olmos Park APs by or on behalf of Olmos Park into the Facility

- A. Flat Rate. Olmos Park shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Olmos Park agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Olmos Park shall be delivered or sent to:

119 West El Prado
San Antonio TX 78212

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

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CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Olmos Park and the COSA City Council, respectively.

EXECUTED this 5th day of FEBRUARY 2008.

City of Olmos Park,
a political subdivision of the State of Texas

By: [Signature]
Name: ITA COR
Title: _____

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
SHERYL SCULLEY
City Manager

ATTEST:

Celia M. DeLeon
Name: Celia DeLeon
Title: City Secretary

[Signature]
LETICIA M. VACEK
City Clerk

APPROVED:

Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:

[Signature]
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002670

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH THE CITY OF SAN ANTONIO

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Schertz, a political subdivision of the State of Texas ("Schertz") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I **PURPOSE**

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Schertz's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II **DEFINITIONS**

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed

primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to allow APs sufficient time to secure release either through commercial or personal recognizance ("PR") bonds prior to Jail transfer.

E. "COSA Magistrate" means a magistrate duly appointed by the COSA City Council.

F. "County" means the Bexar County governmental entity and its officers and employees.

G. "County Magistrate" means a magistrate duly appointed and approved by County.

H. "Detention Staff" mean employees of COSA at the Facility.

I. "Identification Services" means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. "Jail" means the Bexar County Adult Detention Facility.

K. "Magistration" means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. "MAGS" means the COSA computer system used by COSA and County to track information associated with APs.

M. "Mug Shot System" means the equipment and computer system utilized to photograph APs.

N. "Municipal Court Clerk" means the COSA's Municipal Court Clerk.

O. "Offense Codes" means the numeric code that corresponds to criminal offenses under Texas State law.

- P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.
- Q. “SAPD” means the COSA Police Department.
- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III **TERM AND TERMINATION**

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through February 1, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement, pursuant to Section 8.01, shall have 30 days from the date notice is deemed to have been received, pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Agreement. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV **DETENTION OPERATIONS**

4.01 Services. COSA shall provide temporary holding services and detention staff for Schertz APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Schertz Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Schertz Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to streamline the time required to follow Facility procedures by Schertz Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment known to the Schertz Arresting Agency given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the Arresting Agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the Arresting Agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Schertz APs that are charged only with Class "C" Misdemeanors or Schertz municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the Arresting Agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's acceptance at the Facility. A meal will be provided for magistrates APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the Facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Schertz APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI

FEES

6.01 Fees. Schertz shall pay COSA for the acceptance of Schertz APs by or on behalf of Schertz into the Facility

- A. Flat Rate. Schertz shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning April 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.

- C. Fair Compensation. COSA and Schertz agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Schertz shall be delivered or sent to:

City of Schertz
1400 Schertz Pkwy, Building 1
Schertz, TX 78154
ATTN: City Manager

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Schertz and the COSA City Council, respectively.

EXECUTED this 5th day of February, 2008.

CITY OF SCHERTZ,
a political subdivision of the State of Texas
Texas

By: 
Name: DON TAYLOR
Title: City Manager

CITY OF SAN ANTONIO,
a political subdivision of the State of

By: 
Name: SHERYL SCULLEY
Title: City Manager

ATTEST:


Name: LETICIA M. VACEK
Title: City Clerk



APPROVED AS TO FORM:


Name: MICHAEL BERNARD
Title: City Attorney
City of San Antonio, Texas



CMS or Ordinance Number: CN0040002671

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Selma, a political subdivision of the State of Texas ("Selma") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Selma's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401 S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

R. “Sheriff” means the County Sheriff, or his/her designees.

S. “SID” means inmate identification number.

ARTICLE III TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Selma APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Selma Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Selma Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to streamline the time required to follow Facility procedures by Selma Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Selma APs that are charged only with Class "C" Misdemeanors or Selma municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrates APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Selma APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI

FEES

ARTICLE VI
FEES

6.01 Fees. Selma shall pay COSA for the acceptance of Selma APs by or on behalf of Selma into the Facility

- A. Flat Rate. Selma shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Selma agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Selma shall be delivered or sent to:

City Administrator
9375 Corporate Dr.
Selma, TX 78154

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI **CURRENT REVENUE**

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII **LEGAL CONSTRUCTION, SEVERABILITY**

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII **ENTIRE AGREEMENT**

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Selma and the COSA City Council, respectively.

EXECUTED this 10th day of January 2008.

Selma,
a political subdivision of the State of Texas

By: [Signature]
Name: Jim Parma
Title: Mayor

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
Name: SHERYL SCULLEY
Title: City Manager

ATTEST:

[Signature]
Name: Ken Roberts
Title: City Administrator

[Signature]
Name: LETICIA M. VACEK
Title: City Clerk

APPROVED:

Name: _____
Title: _____
Entity: _____

APPROVED AS TO FORM:

[Signature]
Name: MICHAEL BERNARD
Title: City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002672

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:

2/1/2008

Expiration Date:

1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Shavano Park, a political subdivision of the State of Texas ("Shavano Park") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Shavano Park's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

R. “Sheriff” means the County Sheriff, or his/her designees.

S. “SID” means inmate identification number.

ARTICLE III TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Shavano Park APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Shavano Park Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Shavano Park Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to streamline the time required to follow Facility procedures by Shavano Park Arresting Agency officers.

streamline the time required to follow Facility procedures by Shavano Park Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Shavano Park APs that are charged only with Class "C" Misdemeanors or Shavano Park municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Shavano Park APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Shavano Park shall pay COSA for the acceptance of Shavano Park APs by or on behalf of Shavano Park into the Facility

- A. Flat Rate. Shavano Park shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Shavano Park agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Shavano Park shall be delivered or sent to:

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Shavano Park and the COSA City Council, respectively.

EXECUTED this 5th day of FEBRUARY 2008.

CITY OF SHAVANO PARK,
a political subdivision of the State of Texas

By: Manuel Long - J.
MANUEL LONGORIA, JR.
City Manager

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
SHERYL SCULLEY
City Manager

ATTEST:
[Signature]
SAUNDRA PASSAILAIGUE
City Clerk

[Signature]
LETICIA M. VACEK
City Clerk

APPROVED:

[Signature]
CHARLIE ZECH
City Attorney
City of Shavano Park

APPROVED AS TO FORM:

[Signature]
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002674

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Terrell Hills, a political subdivision of the State of Texas ("Terrell Hills") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Terrell Hills' arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

- A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.
- B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Terrell Hills APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Terrell Hills Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Terrell Hills Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Terrell Hills Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Terrell Hills APs that are charged only with Class "C" Misdemeanors or Terrell Hills municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

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4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Terrell Hills APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Terrell Hills shall pay COSA for the acceptance of Terrell Hills APs by or on behalf of Terrell Hills into the Facility

- A. Flat Rate. Terrell Hills shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Terrell Hills agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Terrell Hills shall be delivered or sent to:

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI **CURRENT REVENUE**

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII **LEGAL CONSTRUCTION, SEVERABILITY**

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII **ENTIRE AGREEMENT**

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Terrell Hills and the COSA City Council, respectively.

EXECUTED this 15th day of January.

2008,
a political subdivision of the State of Texas

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

By: [Signature]
SHERYL SCULLLEY
City Manager

ATTEST:

Name: _____
Title: _____

[Signature]
LETICIA M. VACEK
City Clerk

APPROVED:

[Signature]
Name: J MARK BRAUNE
Title: City Manager
Entity: City of Terrell Hills

APPROVED AS TO FORM:

[Signature]
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002675

TSLGRS File Code:1000-25

Document Title:

CONT - .

Commencement Date:

2/1/2008

Expiration Date:

1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Universal City, a political subdivision of the State of Texas ("Universal City") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Universal City's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

R. “Sheriff” means the County Sheriff, or his/her designees.

S. “SID” means inmate identification number.

ARTICLE III TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Universal City APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Universal City Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Universal City Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Universal City Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Universal City APs that are charged only with Class "C" Misdemeanors or Universal City municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Universal City APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Universal City shall pay COSA for the acceptance of Universal City APs by or on behalf of Universal City into the Facility

- A. Flat Rate. Universal City shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Universal City agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Universal City shall be delivered or sent to:

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Universal City and the COSA City Council, respectively.

EXECUTED this 1st day of February 2008.

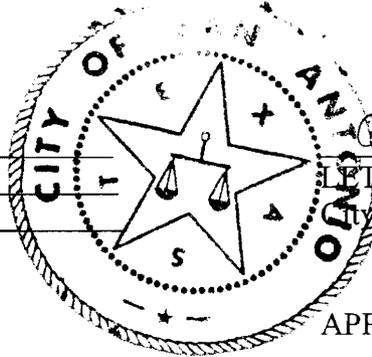
City of Universal City,
a political subdivision of the State of Texas

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
Name: GARY R. SPEER
Title: CHIEF OF POLICE

By: [Signature]
Name: SHERYL SCULLLEY
Title: City Manager

ATTEST:



Name: _____
Title: _____
[Signature]
Name: JENNIFER M. VACEK
Title: City Clerk

APPROVED:

APPROVED AS TO FORM:

Name: _____
Title: _____
Entity: _____

[Signature]
Name: MICHAEL BERNARD
Title: City Attorney
City of San Antonio, Texas

EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.



CMS or Ordinance Number: CN0040002676

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Windcrest, a political subdivision of the State of Texas ("Windcrest") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Windcrest's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

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CITY CLERK
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allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

- R. “Sheriff” means the County Sheriff, or his/her designees.
- S. “SID” means inmate identification number.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV
DETENTION OPERATIONS

4.01 Services. COSA shall provide temporary holding services and detention staff for Windcrest APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Windcrest Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Windcrest Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Windcrest Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Windcrest APs that are charged only with Class "C" Misdemeanors or Windcrest municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistered APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

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4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

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4.15 Equal Treatment. COSA shall give Windcrest APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V
FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Windcrest shall pay COSA for the acceptance of Windcrest APs by or on behalf of Windcrest into the Facility

- A. Flat Rate. Windcrest shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
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- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Windcrest agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Windcrest shall be delivered or sent to:

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI **CURRENT REVENUE**

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII **LEGAL CONSTRUCTION, SEVERABILITY**

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII **ENTIRE AGREEMENT**

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

representative, agent or employee of either Party has any authority to modify this Agreement except pursuant to express authority to do so, granted by Windcrest and the COSA City Council, respectively.

EXECUTED this 23rd day of January, 2008.

City of Windcrest
a political subdivision of the State of Texas

By: [Signature]
Name: FOREST R. COVILL
Title: CITY MANAGER

CITY OF SAN ANTONIO,
a political subdivision of the State of Texas

By: [Signature]
Name: SHERYL SCULLEY
Title: City Manager

ATTEST:

[Signature]
Name: Tracy Freimark
Title: City Secretary

[Signature]
Name: LETICIA M. VACEK
Title: City Clerk

APPROVED: AS TO FORM

[Signature]
Name: Michael S. Brennan
Title: City Attorney
Entity: Windcrest

APPROVED AS TO FORM:

[Signature]
Name: MICHAEL BERNARD
Title: City Attorney
Entity: City of San Antonio, Texas



EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
 - (b) If an AP is accepted into the Facility for multiple charges, the Arresting Agency will only be billed for each arrest occurrence regardless of the number of charges;
 - (c) The AP is accepted into the Facility in accordance with Section 4.04 of this Agreement, whether or not the AP is subsequently found to have active warrants.

Arrests Accepted and Not Invoiced

1. Arresting Agency will not be invoiced for APs accepted into the Facility solely for: active COSA warrants; active Bexar County warrants; active Out of County warrants; active State of Texas warrants and active Out of State warrants.

MICHAEL S. BRENAN

ATTORNEY AT LAW

1880 NACOGDOCHES
SAN ANTONIO, TEXAS 78209

TELEPHONE
(210) 824-0600

CITY OF WINDCREST
CITY CLERK
08 JAN 17 PM 2:50
FAX
(210) 824-1753

January 18, 2008

Ms. Leticia Vacek
City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Re: Interlocal Agreement for Detention Services w/San Antonio

Dear Ms. Vacek:

Enclosed please find the duly executed Interlocal Agreement for Detention Services with the City of San Antonio and the City of Windcrest.

Very truly yours,



Michael S. Brennan, City Attorney
for the City of Windcrest



CMS or Ordinance Number: OR00000200801310084

TSLGRS File Code: 1000-05

Document Title:
ORD - .

Ordinance Date:
1/31/2008



CMS or Ordinance Number: CN0040002673

TSLGRS File Code:1000-25

Document Title:
CONT - .

Commencement Date:
2/1/2008

Expiration Date:
1/31/2009

**INTERLOCAL AGREEMENT FOR DETENTION SERVICES WITH
THE CITY OF SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Home-Rule City primarily located in Bexar County, Texas ("COSA"), and the City of Somerset, a political subdivision of the State of Texas ("Somerset") (also, individually, a "Party" or, collectively, the "Parties").

The Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The COSA has been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street (the "Facility") pursuant to an Operations Agreement with Bexar County, executed in August of 2003 and amended in April of 2006 as well as August 2007 (the latter known as the *Second Amended Interlocal Agreement for Central Magistration Services*, hereinafter the "Second Amended Interlocal"), through which the COSA has been magistrating and accepting Somerset's arrested persons ("APs") for detention, prior to release or transfer. Pursuant to the Second Amended Interlocal, the rights and obligations between the COSA and Bexar County have changed regarding the operation of the Facility, including that services shall be provided to other arresting agencies only by separate Interlocal agreement. The Parties wish to pursue continuity of services for detention at the Facility for the mutual benefit and consideration of the Parties, as provided by the rights and obligations of the Parties in this Agreement.

ARTICLE II
DEFINITIONS

2.01 As used in this Agreement:

- A. "AP" (arrested person) means any person arrested pursuant to an arrest warrant for criminal violation or pursuant to an onsite arrest by an Arresting Agency's employees.
- B. "Arresting Agency" means the agency and its law enforcement officers responsible for arresting an AP on behalf of its agency.
- C. "Booking" means the intake process by which APs are accepted for confinement in the COSA Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the COSA Detention Center at 401. S. Frio Street, San Antonio, Texas, which is currently under the direct control of the San Antonio Municipal Court and designed primarily for the purpose of intake, processing, and confining APs pre- and post-magistration and serves as an 18-hour holding facility to

allow APs sufficient time to secure release either through commercial or personal recognizance (“PR”) bonds prior to Jail transfer.

E. “COSA Magistrate” means a magistrate duly appointed by the COSA City Council.

F. “County” means the Bexar County governmental entity and its officers and employees.

G. “County Magistrate” means a magistrate duly appointed and approved by County.

H. “Detention Staff” mean employees of COSA at the Facility.

I. “Identification Services” means the identification through local, statewide and/or national records, of individuals booked into the Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards/images and mug shots, and criminal records.

J. “Jail” means the Bexar County Adult Detention Facility.

K. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure (C.C.P.), which includes: proceedings under Article 15.17; determining probable cause for on-site arrests subject to Article 14, C.C.P.; informing all arrested persons of accusations and rights; inquiring whether an AP requests appointed counsel; setting bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; where legally permissible, accepting the plea of the AP; and other matters authorized by law. An AP has been magistrated on a charge when, following arrest on the charge; he or she has been taken before a magistrate who has performed the duties prescribed by Texas Code of Criminal Procedure with regard to that charge.

L. “MAGS” means the COSA computer system used by COSA and County to track information associated with APs.

M. “Mug Shot System” means the equipment and computer system utilized to photograph APs.

N. “Municipal Court Clerk” means the COSA’s Municipal Court Clerk.

O. “Offense Codes” means the numeric code that corresponds to criminal offenses under Texas State law.

P. “Presiding Judge” means the COSA’s Presiding Municipal Court Judge.

Q. “SAPD” means the COSA Police Department.

R. "Sheriff" means the County Sheriff, or his/her designees.

S. "SID" means inmate identification number.

ARTICLE III **TERM AND TERMINATION**

3.01 Term.

A. Initial Term. This Agreement will begin on February 1, 2008 and will continue through January 31, 2009, unless terminated earlier by either Party in accordance with this Agreement or applicable law.

B. Renewal. If notice to terminate this Agreement has not been given 90 days prior to the end of the Initial Term, then this Agreement shall automatically renew on February 1, 2009 for a period of one year and will automatically renew annually unless either party gives notice to terminate the agreement pursuant to Section 3.02.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least 90 days prior to the renewal date.

3.03 Termination by Breach. A Party in breach of this Agreement pursuant to Section 8.01 shall have 30 days; from the date notice is deemed to have been received pursuant to Section 10.02, to rectify the breach. If breach is not rectified within 30 days, this Agreement shall terminate. Party alleging breach shall give notice to breaching Party pursuant to Article X of this Interlocal. Notice to breaching Party shall clearly state allegations regarding breach and action necessary to cure the breach.

ARTICLE IV **DETENTION OPERATIONS**

4.01 Services. COSA shall provide temporary holding services and detention staff for Somerset APs booked into the Facility. COSA shall operate the Facility twenty-four (24) hours a day, seven (7) days a week.

4.02 Booking Information. The Somerset Arresting Agency shall provide complete and accurate information for all required forms necessary to complete the booking process when presenting an AP at the Facility. Detention Staff will not accept an AP for intake until the Arresting Agency officer provides an accurate and complete COSA approved intake/booking form.

4.03 Booking Process. The Somerset Arresting Agency officers shall follow all Facility procedures when presenting APs for booking. COSA shall oversee good faith efforts to

streamline the time required to follow Facility procedures by Somerset Arresting Agency officers.

4.04 Identification of Medical and Mental-Health Issues. With regard to each AP that an Arresting Agency presents for booking, the Arresting Agency shall notify Facility staff of: (1) any known or suspected injuries to the AP; (2) any known or suspected illnesses of the AP; (3) any health complaints made by the AP; (4) any medical treatment given to the AP; (5) any incident indicating the AP has introduced any harmful substances into his/her body; and (6) any observable or suspected mental illness. The Municipal Court Clerk or his designee may refuse to accept a person for booking into the Facility when, in the judgment of medical or Detention staff, medical attention is necessary before the person's confinement. If the Municipal Court Clerk or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the Arresting Agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility. If AP develops a medical or mental health event after acceptance into Facility; but prior to magistration, that requires transportation to a medical or mental facility, the arresting agency shall be required to transport AP to said facility. If the event requires immediate transportation to a medical or mental health facility, the arresting agency shall be required to assume custody of AP from COSA within one hour from transportation to said facility.

4.05 Additional Rights to Refuse to Accept AP. Somerset APs that are charged only with Class "C" Misdemeanors or Somerset municipal violations shall not be accepted for booking/detention. The Municipal Court Clerk or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Municipal Court Clerk or his designee has a reasonable belief is not lawfully being detained. Nothing contained in this Agreement shall be construed to require the Detention staff to hold any person in custody contrary to: (1) the Constitution and laws of the State of Texas; or (2) the Constitution and laws of the United States.

4.06 Transfer of Custody. COSA shall not be considered the custodian of an AP for booking/detention until Detention Staff determines medical and mental health clearance and confirms acceptance to the arresting agency.

4.07 Use of SID. The Parties will use the SID number as the "master" person identifier in the local criminal justice process. County will provide the SID number to the Arresting Agency at the same time the name and fingerprinting confirmations are provided.

4.08 Time Limit for Holding APs. COSA will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. A meal will be provided for magistrated APs awaiting release or transfer, who has been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.09 Medical and Mental-Health Services. Adequate medical and mental health coverage will be provided during all hours of operation of the facility.

4.10 Officer Access to APs. COSA will provide access for officers to all APs consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. COSA will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.11 Transportation of APs. COSA will provide for APs to be properly transported to the Jail after completing the booking and magistration process.

4.12 Personnel Issues. The Parties shall be responsible for resolving all personnel issues relating to their own staff.

4.13 No Limitation of Power. This Agreement shall not limit the power of COSA to perform intake or detention services for other governmental entities.

4.14 Maximum Capacity. In the event that the Facility's maximum acceptable AP population level is reached, COSA will work with the Arresting Agency to mitigate the impact on COSA and the Arresting Agency.

4.15 Equal Treatment. COSA shall give Somerset APs equal priority with APs of other governmental entities regarding admission and custody in the Facility.

ARTICLE V

FACILITY POLICIES AND PROCEDURES

5.01 Decision-Making Authority. The Municipal Court Clerk, or his designee, shall have decision-making authority, supervision and control over all COSA operations that impact the Facility. County shall have decision-making authority, supervision and control over all County operations that impact the Facility.

5.02 Weapon Security. All Arresting Agencies shall utilize COSA weapon security measures at the Facility.

5.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

5.04 Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

ARTICLE VI
FEES

6.01 Fees. Somerset shall pay COSA for the acceptance of Somerset APs by or on behalf of Somerset into the Facility

- A. Flat Rate. Somerset shall pay COSA a flat rate of \$56.00 for each AP that is presented and processed for booking at the Facility. This rate shall include the calculation of direct, indirect, known and unknown costs to COSA for booking and temporary holding services, including:
1. Detention Staff's cost for sally port control, intake control, intake reception, searches, holdover control, receiving desk, MAGS computer entry, AP movement, detention order, and release services, as well as supplies, operating expenses and other items requiring expenditures associated with the operation of the Facility;
 2. a portion of telephone information cost related to operation of the Facility;
 3. a portion of the security and supervision of the Facility;
 4. the portion of the Municipal Courts Department administration costs applicable to the Facility;
 5. medical, maintenance, utility, and janitorial costs applicable to the Facility;
 6. all other costs, both direct and indirect, associated with operating the Facility.
- B. Invoice. City shall invoice the Arresting Agency quarterly, beginning May 1, 2008 for its share of APs accepted into the Facility. Only those APs identified in **Exhibit A** will be accepted into the Facility and billed to the Arresting Agency.
- C. Fair Compensation. COSA and Somerset agree that the payments provided for herein fairly compensate the performing Party for the services performed under this Agreement.

ARTICLE VII
RESPONSIBILITY FOR LOSSES

7.01 Self-Insurance. The Parties each acknowledge that the other is self-insured for some losses.

7.02 Mutual Liability. If both Parties are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Parties' employees under this Agreement, each Party shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.03 Injured Officer or Employee. If an officer or employee of either Party suffers an injury while on duty, that Party shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

ARTICLE VIII
BREACH

8.01 The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

ARTICLE IX
TEXAS LAW

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE X
NOTICES

10.01 Delivery. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent to Somerset shall be delivered or sent to:

Notices sent to COSA shall be delivered or sent to:

City Manager
City Hall 1st Floor (if hand-delivered)
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Municipal Court Clerk
401 S. Frio Street
San Antonio, Texas 78207

10.02 Effective Date. When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. Post Office.

10.03 Change of Address. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this article to the other Party.

ARTICLE XI
CURRENT REVENUE

11.01 Any expenditure by either Party pursuant to this Agreement is subject to appropriation.

11.02 Each party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

ARTICLE XII
LEGAL CONSTRUCTION, SEVERABILITY

12.01 In the event that any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between Parties with respect to that matter. Each Party acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by anyone acting on behalf of any Party and that no other agreement or promise not contained in this Agreement shall be valid or binding. No modification of this instrument will be of any force or effect, except a subsequent amendment in writing signed by the Parties. No official,

EXHIBIT A
CONDITIONS UNDER WHICH AN ARRESTED PERSON
IS ACCEPTED AND INVOICED TO A LAW ENFORCEMENT AGENCY SUBJECT TO
THIS AGREEMENT

Arrests Accepted and Invoiced

1. An Arrested Person shall be billed to the Arresting Agency for services pursuant to this Agreement when:
 - (a) Arrest is made without a warrant pursuant to *Art. 14, Texas Code of Criminal Procedure*. These include, but are not limited to: offenses within the view of the law enforcement officer; within view of the Magistrate; arrests pursuant to the authority of peace officers; when a felony has been committed based upon satisfactory proof from a credible person and fresh pursuit of felons;
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