JOK
10/08/15
Item No. 10

AN ORDINANCE 2015-10-08-0864

AUTHORIZING AN INTERLOCAL AGREEMENT WITH CITIES CONTIGUOUS WITH SAN ANTONIO FOR CONCURRENT JURISDICTION OF CRIMINAL CASES, PUNISHABLE BY FINE ONLY, THAT ARE COMMITTED WITHIN TWO HUNDRED YARDS OF THE CITY LIMITS

* * * * * * * * * * * *

WHEREAS, the City of San Antonio is a Texas municipality with a population of more than 1.19 million; and

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, provides that governmental entities of the State may contract with each other to provide governmental functions and services and provide fire protection and associated services to protect public health; and

WHEREAS, it is to the mutual benefit of City of San Antonio and other cities which are contiguous with the City of San Antonio that an agreement providing concurrent jurisdiction be adopted for the police services and municipal courts of either jurisdiction for all criminal cases arising from offenses under state law that are committed on the boundary of those municipalities or within 200 yards of that boundary and which are punishable by fine only; and

WHEREAS, Section 29.003(h) of the Texas Government Code authorizes the City of San Antonio to enter into this agreement with other Texas cities; and

WHEREAS, the cities of Castle Hills, Olmos Park and Terrell Hills, Texas, as well as other cities, have indicated a desire to enter into an interlocal agreement providing concurrent jurisdiction; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, is hereby authorized to execute the interlocal agreement, as set forth in Exhibit I, with the cities of Castle Hills, Olmos Park and Terrell Hills, Texas, for concurrent jurisdiction for all criminal cases arising from offenses under state law that are committed on the boundary of those municipalities or within 200 yards of that boundary and which are punishable by fine only. The City Manager, or her designee, is further authorized to execute an agreement that is materially and substantively the same as the agreement set forth in

Exhibit I with other cities which are contiguous with the City of San Antonio. The terms and conditions of the interlocal agreement, set forth in Exhibit I, are hereby approved.

SECTION 2. Funding for this ordinance is not required in that there is no commitment or expenditure of funds, cash match, or in-kind match in connection with this agreement; any necessary expenses can be paid through the current San Antonio Police Department budget.

SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 8th day of October, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**10**
Date:	10/08/2015
Time:	09:43:28 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving an interlocal agreement establishing concurrent jurisdiction for criminal cases arising from State law and punishable by fine only that are committed on the boundaries of the cities of San Antonio and any contiguous municipalities or within 200 yards of that boundary. [Erik Walsh, Deputy City Manager; William McManus, Chief of Police]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Exhibit I

STATE OF TEXAS

COUNTY OF BEXAR

INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING CONCURRENT JURISDICTION

The City of San Antonio ("COSA"), a home-rule municipality in Bexar County, Texas, and the City of , a Texas municipality, enter this agreement acting through an ordinance adopted by the City of San Antonio's City Council and through action by the City of City Council, both parties acting under the authority of the Interlocal Cooperation Act, Chapter 791of the Texas Government Code.

WHEREAS, COSA is a Texas municipality with a population of more than 1.19 million and the City of is a Texas municipality contiguous with COSA operating within Bexar County, Texas; and

WHEREAS, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services and provide fire protection and associated services to protect public health; and

WHEREAS, it is to the mutual benefit of COSA and City of that an agreement providing concurrent jurisdiction be adopted for the police services and municipal courts of either jurisdiction for all criminal cases arising from offenses under state law that are committed on the boundary of those municipalities or within 200 yards of that boundary and which are punishable by fine only.

WHEREAS, COSA and City of have a duty to protect their citizens by providing protection to citizens from traffic infractions and other fineable municipal offenses;

NOW, THEREFORE, in consideration of the terms contained in this Agreement, COSA and City of , through their respective governing bodies, agree as follows:

SECTION 1. SERVICES

1.01 Services to be Provided. The San Antonio Police Department provides police protection services in an area surrounding/adjacent to and up to the city limits of the City of .

1.02 Services to be Provided. By this agreement, effective as of the date of the adoption of this agreement, the parties agree to exercise concurrent jurisdiction for the municipal courts of either jurisdiction for all criminal cases arising from offenses under state law that are committed on the boundary of COSA and City of or within 200 yards of that boundary and which are punishable by fine only, as provided under the terms of Section 29.003(h) of the Government Code.

1.03 Term of Agreement. This Agreement shall take effect on September 1, 2015 and end on August 31, 2020, unless sooner terminated in accordance with Section 3 hereof, so long as the governing bodies of the parties appropriate funds and provide staff to continue the Agreement.

SECTION 2. FUNDING

2.01 Source of Funds. Any party paying for performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

SECTION 3. TERMINATION

3.01 Termination by the Parties. The City of San Antonio or the City of may terminate this Agreement at any time by giving ninety (90) days prior written notice to the other party.

3.02 Automatic Termination. This Agreement shall automatically terminate on August 31, 2020 unless an extension is agreed to by both parties. Representatives of COSA and City of shall meet on or before April 30, 2019 to discuss the status of this agreement and whether or not to continue it.

3.03 Termination by Agreement. COSA and City of may agree to an early termination of this Agreement, but any such agreed early termination must be approved by the City Council of each party, be in writing, and be signed by an authorized representative of each party.

SECTION 4. LIABILITY AND VENUE

4.01 Liability. Each party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such parties' agents, officers, directors, representatives, employees, consultants, or subcontractors.

4.02 Comparative Liability. In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and Federal law and without waiving any defenses of the parties under Texas and Federal law.

4.03 Tort Claims Act. Each party acknowledges that the other party is a political subdivision of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

4.04 Notice of Claims. Each party shall promptly advise the other party in writing of any claim or demand against COSA or City of or known to it, related to or arising out of actions or omissions under this Interlocal Cooperation Contract and shall see to the investigation of and

defense of such claim or demand at its expense. The other party shall have the right, at its option and at its own expense, to participate in such defense without relieving the advising party of any of its obligations under this paragraph.

4.05 Duty to Defend. Each party further agrees to defend, at its own expense, and on behalf of itself and the other party, any claim or litigation brought against it in connection with any such injury, death, or damage caused solely through the negligent or other wrongful conduct of COSA or City of in carrying out this Agreement.

4.06 Limit of Liability. COSA and City of will use due diligence in providing police protection to all citizens in the zone of concurrent jurisdiction. Neither party waives any right to immunity from suit by any third parties except as specifically provided by the Texas Tort Claims Act.

4.07 Venue for Suit. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas and all obligations of the parties are performable in Bexar County, Texas.

SECTION 5. ASSIGNMENT

5.01 Assignment of Rights. Rights to receive services under this Agreement are not transferable or assignable by either city without the prior written consent of the other. Failure by either party to obtain written consent of the other before assigning any rights under this Contract shall result in automatic termination of the Agreement, and neither party shall have any further duty to perform or other liability. The parties hereby agree not to unreasonably withhold consent to the transfer or assignment of rights under this Agreement by the other party.

SECTION 6. SEVERABILITY

6.01 Severability. If any provision of this Agreement is held invalid or unenforceable under federal, state or local laws, such as the City Charter, City Code, or ordinances of either city, then, and in that event, it is the intention of the parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

SECTION 7. NOTICE

7.01 Notice Requirements. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (a) delivered in person to the address set forth herein below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid as certified mail with return receipt requested, properly addressed to such party at the address hereinafter specified; or (c) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address hereinafter specified.

7.02 Notice by Mail. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service as applicable; all other notices shall be effective upon receipt. From time to time, either party may designate another address for all purposes under this Agreement by giving the other party no less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

If to COSA:	City of San Antonio Attn: City Clerk P.O. Box 839966 San Antonio, Texas 78283-3966
With a copy to:	William P. McManus, Chief of Police San Antonio Police Department P.O. Box 839966 San Antonio, Texas 78283-3966
If to the City of :	City of Attn:
With a copy to:	, Chief of Police Police Department

SECTION 8. FORCE MAJEURE

8.01 Force Majeure. Neither party to the Agreement shall be required to perform a duty set out in this Agreement so long as that performance is delayed or prevented by acts of God, strikes, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of either party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome.

SECTION 9. ENTIRE AGREEMENT BETWEEN PARTIES

9.01 Entire Agreement. This Agreement, together with its authorizing ordinance and exhibits constitutes the final and entire agreement between the parties. It contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties unless made in writing, as provided in Section 9.02.

9.02 Amendment Only by Written Agreement. This Agreement may be amended only by the mutual written agreement of the parties, and any such amendment is subject to subsequent approval by each party's governing body.

9.03 Parties Bound by Contract. This Agreement shall bind and benefit the parties to the Agreement and their respective successors and assigns, except as otherwise expressly provided for in this Agreement.

SECTION 10. EFFECTIVE DATE

10.01 Effective Date. Services shall become effective on September 1, 2015, after being authorized by each party's City Council pursuant to its respective City Ordinance. However, said ordinance shall be of no effect unless both parties have signed and agreed to the provisions of this Agreement.

EXECUTED to be effective the day of , .

CITY OF SAN ANTONIO

By: _____
Sheryl Sculley
City Manager

City of

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Martha Sepeda
City Attorney