

AN ORDINANCE 2007-08-02-0812

**APPROVING AMENDMENTS TO AN INTERLOCAL AGREEMENT
WITH BEXAR COUNTY RELATED TO MAGISTRATION AND
DETENTION SERVICES AT THE FRANK WING CENTRAL
MAGISTRATION AND DETENTION FACILITY.**

* * * * *

WHEREAS, in accordance with an interlocal agreement executed in August of 2003 and amended in April of 2006 (the "Operations Agreement"), the City of San Antonio ("City") and Bexar County ("County") operate a twenty-four hour, seven days a week central magistration and detention operation (the "CMAG") at the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street; and

WHEREAS, Municipal Court manages and the City funds the CMAG operation where City judges provide nearly all magistration for individuals arrested within Bexar County, City employees provide detention and magistration support services to all arresting agencies within the County that seek CMAG services, and the County provides personal recognizance bonds, identification services, and bond processing and release from the CMAG facility, for eligible non-violent offenders; and

WHEREAS, the parties desire to expand the role of the County in the operational and budgetary responsibilities for the CMAG in an effort to improve services provided at the Facility and have negotiated amendments to the Operations Agreement over the last year; and

WHEREAS, the proposed Second Amended Interlocal Agreement for Central Magistration Services requires the County to pay the City \$1,238,191.00 if they provide their own medical services for arrestees, and \$1,464,523.00 if they do not result in savings to the City of \$1,464,523.00 under either option; and

WHEREAS, in addition, the County will also provide magistration duties from 8:00 a.m. to 5:00 p.m. weekdays, excluding County holidays and may expand these duties during the term of the agreement, allowing for a transition of some magistration responsibilities from the City Magistrates to County Magistrates; and

WHEREAS, the City Council finds that the proposed amendments to the Interlocal Agreement with Bexar County are in the best interests of the City of San Antonio and its citizens; **NOW THEREFORE:**

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

SECTION 1. The City Council approves the terms of the Second Amended Interlocal Agreement for Central Magistration Services set out in Attachment I and authorizes the City Manager or her designee to execute the amendment.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000 General Fund, Internal Order 203000000032 Municipal Court Administration, General Ledger 6301120 Recovery of Current Year Expenditures.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall be effective on the tenth (10th) day after passage.

PASSED AND APPROVED this 2nd day of August, 2007.


M A Y O R

ATTEST: 

City Clerk

PHIL HARBERGER

APPROVED AS TO FORM: 

for City Attorney

City Council Meeting

DATE: August 2, 2007

ORDINANCE: 2007-08-02-0812

AGENDA ITEM: 7

RESOLUTION:

NAME	MOTION	SECOND	ABSTAIN	AYE	NAY	ABSENT
Mary Alice Cisneros DISTRICT 1				✓		
Sheila McNeil DISTRICT 2	✓					
Roland Gutierrez DISTRICT 3						
Philip Cortez DISTRICT 4						
Lourdes Galvan DISTRICT 5						
Delicia Herrera DISTRICT 6		✓				
Justin Rodriguez DISTRICT 7						
Diane Cibrian DISTRICT 8						
Kevin Wolff DISTRICT 9						
John Clamp DISTRICT 10						✓
Phil Hardberger MAYOR						

COMMENTS:



**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

Pat DiGiovanni
Deputy City Manager
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

July 23, 2007

Dear Mr. DiGiovanni:

Attached please find two (2) copies of the original proposed Second Amended Interlocal Agreement for Central Magistration Services, these originals have been signed by the necessary County officials. The Interlocal agreement is set for consideration on the August 2nd Council Agenda. If approved, one original needs to be returned to the County after being signed.

If you have any questions please feel free to contact me. Thank you for your attention to this matter.

Yours truly,


Kristie J. Blust

Attachments

Hand delivered on July 23, 2007

Received by: _____

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

07 AUG 24 PM 1:39



CMS or Ordinance Number: CN0040001983

TSLGRS File Code:1000-25

Document Title:

CONT - Interlocal agreement with County to share cost of Magistration and Detention services.

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

ATTACHMENT I

**SECOND AMENDED INTERLOCAL AGREEMENT
FOR CENTRAL MAGISTRATION SERVICES**

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

The Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have been operating the Frank Wing Municipal Court Magistration and Detention Facility at 401 S. Frio Street pursuant to an operations agreement executed in August of 2003 and amended in April of 2006. The Parties now want to further amend that agreement to allow COUNTY to relocate County Dockets and perform magistration services at CITY's facility, and to modify other obligations of the Parties related to magistration and detention at that facility.

**ARTICLE II
DEFINITIONS**

2.01 As used in this Agreement:

- A. "Arresting Agency" means the Bexar County or City of San Antonio law enforcement agency acting on behalf of that agency that arrested an AP. Parties acknowledge that there is no obligation absent an interlocal agreement for either Party to provide magistration services to another arresting agency.
- B. "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.
- C. "Booking" means the intake process by which APs are accepted for confinement in the City Detention Facility.
- D. "Facility" (Central Magistration and Detention Facility) means that portion of the Frank Wing Municipal Court Building identified as the City 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 PR bonds.
- E. "CJIS" means the County-operated Criminal Justice Information System or any successor County program.

- F. “CMAG Coordinator” means a CITY employee who works under the direction and control of the Presiding Judge or his designee to expedite the processing of APs in the Facility.
- G. “City Magistrate” means a magistrate duly appointed by the San Antonio City Council.
- H. “City Officer” means any peace officer of the City of San Antonio who presents any person for confinement at the Facility.
- I. “City Prisoner” means any individual arrested pursuant to San Antonio Municipal Court violation or a San Antonio Municipal Court arrest warrant.
- J. “County” means the Bexar County governmental entity and its officers and employees.
- K. “County Dockets” means specialized COUNTY dockets involving Defendants.
- L. “County Magistrate” means a magistrate duly appointed and approved by COUNTY.
- M. “County Prisoner” means any AP charged with an offense of Class B misdemeanor or higher committed within the territorial jurisdiction of Bexar County who has been lawfully magistrated under the laws of the State of Texas.
- N. “Defendant” means a person brought to the Facility for a COUNTY hearing who is not a current AP at the Facility.
- O. “Detention Staff” means employees of CITY at the Facility.
- P. “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.
- Q. “Jail” means the Bexar County Adult Detention Facility.

R. “Magistration” means the performance of those duties of a magistrate or judge as outlined in the Texas Code of Criminal Procedure, which includes: proceedings under Article 15.17; determining probable cause for on-site arrests; 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. **The Parties acknowledge that there is no obligation absent an interlocal agreement for either Party to provide Magistration and detention services to another arresting agency.**

S. “MAGS” means the computer system used by CITY to track information associated with APs.

T. “Mug Shot System” means the equipment and computer system utilized to photograph Arrestees.

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

V. “Pre-Trial Services” means the functions performed by the Bexar County Pre-Trial Services Office, including the assessment of an AP’s eligibility to be assigned appointed counsel and AP’s eligibility for release on bond and the conditions of release.

W. “Presiding Judge” means the CITY’s Presiding Municipal Court Judge.

X. “SID” means inmate identification number.

Y. “SAPD” means the San Antonio Police Department.

Z. “Sheriff” means the Bexar County Sheriff, or his/her designees.

ARTICLE III
TERM AND TERMINATION

3.01 Term.

A. Initial Term. This Agreement will begin on Oct. 1, 2007, 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 prior to the end of the Initial Term, then this Agreement shall automatically renew on October 1, 2008 for a period of one year.

3.02 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least twelve months prior to the effective date of the termination.

ARTICLE IV DETENTION OPERATIONS

4.01 Detention. CITY will provide administrative support and detention for all APs booked into the Facility.

4.02 Booking Process. The Arresting Agency that presents an AP at the Facility must provide complete and accurate information necessary to complete the required forms. BCSO shall provide Identification Services at the Facility for all APs brought into the Facility. COUNTY will photograph all APs alleged to have committed any offense above a Class C misdemeanor. COUNTY will process, classify and file all photographs and mug shots. For these purposes the terms "prints" and "photographs" shall include all media, including electronic and digitized media as may be appropriate to maintain optimum efficiency, and as agreed upon by the Parties. COUNTY will provide the necessary equipment and supplies for the Facility's fingerprinting system.

4.03 Jail Booking and Releasing. BCSO shall be responsible for booking and releasing identified County Prisoners from the Facility.

4.04 Mug Shot System. CITY shall provide and maintain, and BCSO shall utilize, SAPD equipment to photograph all APs brought to the Facility who are alleged to have committed any offense above a Class C misdemeanor. COUNTY shall provide and maintain a copy machine and allow access and use by Arresting Agencies for reproduction of booking slips used in conjunction with the Mug Shot System. BCSO shall coordinate with and provide SAPD access to all information captured in the Mug Shot System at the Facility at no cost.

4.05 MAGS. CITY shall maintain MAGS, continue to add the data in MAGS, continue to update CJIS from MAGS and allow COUNTY to use MAGS System for Magistration operations. CITY shall maintain MAGS while COUNTY transitions to a new CJIS System that includes this functionality. COUNTY, at its sole discretion, may grant limited access to CJIS to such CITY personnel as will assist in the mutual goals of the Parties.

4.06 CMAG Coordinators. CITY shall have four CMAG Coordinators, which will be classified as Administrator IIs.

A. Booking. CMAG Coordinators shall enter information from the booking slip into the Magistration program; determine if the AP has a SID, additional warrants, or a criminal history; and run the CJIS summary.

B. Processing. CMAG Coordinators shall expedite processing for personal bond interviews; pre-approved personal bonds where eligible; immediate non-collect telephone access for commercial bonding and to arrange payment of bonds and fees; priority magistration; and processing APs with CITY violations.

C. Performance Measures. CMAG Coordinators shall be evaluated based on performance measures established by joint agreement of the Parties.

D. Shifts. CMAG Coordinators shall be assigned by mutual agreement of the Parties to shifts that maximize processing of APs in the Facility.

4.07 Coordination of Personnel. CMAG Coordinators shall work with and help coordinate personnel from CITY, the BCSO, and the Bexar County Pretrial Services Program to maximize the number of APs released from the Facility.

4.08 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 confirmation are provided.

4.09 Time Limit for Holding APs. CITY 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. COUNTY will provide lunches for magistrated APs awaiting release or transfer, who have been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

4.10 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 (a) any known or suspected injuries to the AP, (b) any known or suspected illnesses of the AP, (c) any health complaints made by the AP, (d) any medical treatment given to the AP, (e) any incident indicating the AP has introduced any harmful substances into their body, and (f) any observable or suspected mental illness. The Presiding Judge or his designee may refuse to accept a person for booking into the Facility when, in the judgment of Detention staff, medical attention is necessary before the person's confinement. If the Presiding Judge 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.

4.11 Right not to Accept AP. The Presiding Judge 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 Presiding Judge or his designee has a reasonable belief that the person is not lawfully being detained. Nothing contained in this Agreement will 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.

4.12 Medical and Mental-Health Services. COUNTY will provide adequate medical staff during all hours of operation for the Facility. COUNTY will provide one mental-health professional as needed and agreed upon to assist in the referral and redirection of individuals with mental health issues. CITY will pay half of COUNTY's cost of providing medical services up to \$226,332. In the event COUNTY is unable to provide medical staff, then COUNTY will pay half of CITY's cost of providing medical services up to \$226,332.

4.13 Officer Access to APs. The Parties 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. The Parties will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

4.14 Transportation of APs.

A. Jail. COUNTY and SAPD will transport APs from the Facility to the Jail. COUNTY will transport both APs and Defendants to and from the Jail on County Docket days from 8:00 a.m. to 5:00 p.m. CITY reserves the right to require transportation of APs to the Jail as indicated by Facility capacity levels.

B. Hospital. The Arresting Agencies shall be responsible for the transportation of APs needing medical attention to a hospital **prior** to booking. COUNTY shall provide transportation of APs needing medical attention to the hospital **after** booking. When the Arresting Agency cannot be contacted or an emergency situation exists which does not allow the Arresting Agency to return to the Facility in a timely manner for an AP needing medical attention prior to booking, COUNTY shall make reasonable efforts to provide transportation for APs requiring hospital attention.

C. Mental Health Facility. The Arresting Agency shall be responsible for the transportation of APs committed to a mental health facility **prior** to booking. COUNTY shall provide transportation of APs committed to a mental health facility **after** booking. Transportation of APs approved for a Mental Health Personal Bond shall be the responsibility of the COUNTY. When the Arresting Agency cannot be contacted or an emergency situation exists which does not allow the Arresting Agency to return to the Facility in a timely manner for an AP who has been committed to a mental health facility prior to booking, COUNTY shall make reasonable efforts to provide transportation for the AP requiring commitment.

D. Alien APs. APs who are not U.S. citizens and are committed by a Magistrate to the Jail shall be transported by COUNTY from the Facility to the Jail for further processing.

4.15. Pre-trial Services. COUNTY will provide Pre-Trial Services in the Facility to include assessment of an AP's eligibility to be assigned appointed counsel and AP's eligibility for release on bond and the conditions of release.

4.16. Personnel Issues. The CITY will resolve all personnel issues relating to CITY staff. The supervising COUNTY Office or Department will resolve COUNTY personnel issues.

4.17. Investigation of Grievances and Incidents. COUNTY will conduct investigations of all grievances and/or complaints filed by APs who are under COUNTY control at time of event giving rise to the grievance and/or complaint according to County policy. COUNTY will investigate all incidents of death or serious bodily injury involving APs in the Facility who are under COUNTY control at time of death or serious bodily injury. COUNTY will cooperate with CITY to facilitate joint or separate investigations by CITY when it is reasonably likely that CITY's personnel or interests are involved. All the above provisions applying to COUNTY apply equally to CITY when APs under CITY control.

4.18. District Attorney's Office. In District Attorney's sole discretion, the District Attorney will provide staff at a level District Attorney deems appropriate at the Facility to assist with reviewing cases prepared by police officers for charge accuracy prior to Magistration.

4.19. No Limitation of Power. This Agreement shall not limit the power of COUNTY to perform booking or detention services for other governmental entities.

ARTICLE V

MAGISTRATION OPERATIONS

5.01 Magistration. County Magistrates may perform Magistration services at the Facility. The Parties shall require all persons who perform Magistration services in the Facility to record the exact time for which Magistration for each AP is completed. COUNTY will provide all administrative support services for the County Magistrates, including, but not limited to, interpreter services. Notwithstanding the foregoing, both Parties to this Agreement acknowledge that the City Judges retain the powers of their respective offices to provide Magistration. City Magistration must be coordinated through the Presiding Judge of the San Antonio Municipal Court.

5.02 Transition of Magistration. COUNTY over initial term of this Agreement will transition to take additional responsibility of Magistration services from CITY. COUNTY and CITY will work together starting immediately to effect this transition by cross-training COUNTY employees on CITY MAGS, and all other processes necessary to effect a smooth transition of Magistration services.

5.03 Hours of Magistration. CITY will provide Magistration services 24 hours a day, 7 days a week, including holidays. COUNTY initially will provide Magistration services from 8:00 a.m. to 5:00 p.m. on weekdays, excluding county holidays. Magistration hours may change without further amendment of this contract by mutual agreement between the Presiding Judge and his designee and COUNTY.

5.04 Record Custodians. The Municipal Court Clerk will be the custodian of records for CITY cases, but will not maintain custody of documents filed in cases that are higher than Class C

Misdemeanors. COUNTY personnel will need to provide a process for the custodian of records and protocol for the release of all documents relating to Magistration of Class B misdemeanor or higher offenses, including police reports, search and arrest affidavits and any other judicial orders.

5.05 Fees and Fines. County staff may collect fines and fees associated with cases within the jurisdiction of the City of San Antonio Municipal Court for APs booked into the Facility. A County staff member and a Municipal Court clerk will reconcile the collections daily.

5.06 Filing Criminal Cases. The Parties will cooperate in a procedure for the filing of criminal case in the appropriate court having jurisdiction for the offense.

ARTICLE VI FACILITY POLICIES AND PROCEDURES

6.01 Decision-Making Authority. The Presiding Judge, or his designee, shall have decision-making authority, supervision and control over all CITY operations that impact the Facility. COUNTY shall have decision-making authority, supervision and control over all COUNTY operations that impact the Facility.

6.02 Weapon Security. BCSO shall utilize CITY weapon-security measures at the Facility.

6.03 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.

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

6.05 Operational Meetings. PARTIES will meet regularly but at least monthly to discuss and resolve issues relating to the Facility and Magistration operations.

ARTICLE VII USE OF SPACE

7.01 Space, Furnishings, and Equipment. CITY shall allow COUNTY the use of designated space within the Facility for the location and operation of County Dockets and Magistration. CITY will designate holding cells in the Facility for COUNTY's use. CITY will designate space in the Facility for the District Attorney's Office for arrest review and report writing. With CITY's approval, COUNTY may perform renovations to the designated arrest review space at COUNTY's expense. COUNTY will provide furnishings and equipment for the arrest review area, the County-Dockets courtroom, and magistrate offices. COUNTY will provide an adequate number of telephone lines to the COUNTY-occupied space. COUNTY will provide capacity on its network for an adequate number of data lines. Based upon agreement of the Parties, CITY will make necessary improvements to the Facility relating to its current operation.

7.02 Possible Expansion. The Parties will review the Facility and may reach an agreement as to the possible expansion of Facility to address COUNTY's space needs. COUNTY will pay for any modifications to the Facility and arrange for any necessary contractors.

7.03 Renovations. COUNTY may make no substantial renovation, alteration or repair to CITY buildings, fixtures or furnishings without prior authorization from CITY. CITY reserves the right to accept or reject COUNTY's proposal for building modifications. Authorized CITY personnel shall have the authority inspect the Facility.

ARTICLE VIII
SHARING EXPENSES AND INFORMATION

8.01 Shared Expenses

A. COUNTY will pay to CITY:

1. Facility Operations. COUNTY shall pay for half of the total budgeted operating expenses for the Detention area of the Facility listed below:

a. Detention Staff Personnel Services – Regular Salary and Benefits.

b. CMAG Coordinators Personnel Services – Regular Salary and Benefits

c. Detention Janitorial Services – CITY Janitorial Contract, Supplies

d. Commodities, other miscellaneous operating expenses including:

- i. Uniforms
- ii. Required Training
- iii. Workers Comp/General Liability
- iv. Software
- v. Binding and Printing
- vi. Property Bags, Locking Seals
- vii. Office Supplies

2. AP Phone Devices. COUNTY will pay half of the actual expenses associated with providing three phone devices for use by APs in the Facility. CITY will invoice COUNTY monthly for COUNTY's portion of phone device expenses. COUNTY may choose to fulfill this obligation by supplying phone devices to CITY.

B. CITY to pay COUNTY for Medical Services. CITY will pay half of COUNTY's cost of providing medical services up to \$226,332. In the event COUNTY is unable to provide medical staff, then COUNTY will pay half of CITY's cost of providing medical services up to \$226,332.

C. COUNTY to pay for Additional Support Staff. In addition to its obligations under Section 8.01(A)(1)(a) above, COUNTY will pay for up to five support staff (City Job Classification - Office Assistant [0010]) to be utilized by CITY solely for responding to telephonic and in-person inquiries from the general public, attorneys and commercial bonding companies. The Parties will work together to use the Internet to make available to the public legally authorized information related to APs. Continued funding for these positions will be decided jointly on a year-to-year basis.

8.02 Payment.

A. Notice of Budget to COUNTY. For planning purposes, CITY will promptly notify COUNTY of its proposed operating budget as it is submitted for approval during the CITY budget process for Council approval for each new fiscal year. CITY will promptly notify COUNTY of the approved budget once the final Council approval made.

B. Invoice to COUNTY. Within 30 days of the start of each new one-year term or within 30 days of receipt of an invoice from CITY, whichever is later, COUNTY shall pay its share of projected operating expenses for the Facility for that term. For the initial term CITY will invoice COUNTY for items and budgeted amounts listed in Appendix A. Subsequent invoices for each new one-year term will list the budgeted amounts outlined in Section 8.01. If COUNTY is unable to provide medical staff, then CITY will invoice COUNTY for half the CITY budgeted cost of Medical Services.

C. Invoice to CITY for Medical Services. Within 30 days of the start of each new one-year term or within 30 days of receipt of an invoice from COUNTY, whichever is later, CITY shall pay COUNTY the lesser of one half of COUNTY's projected cost of Medical Services or \$226,332.

8.03 Sharing Information. The Parties shall share information among themselves to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the Facility. The Parties shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements. During design and before final approval of any modification of any form design of shared form, data elements, reporting requirements, software or hardware used in the Facility operations, the Party proposing the modifications shall notify the other Party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the size and complexity of the proposed modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that Party and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing Party of the results of the review and evaluation and the suggestions developed. The Parties shall cooperate in both reaching the goals of the proposing Party's modifications and minimizing the adverse impact on the other Party.

ARTICLE IX
RESPONSIBILITY FOR LOSSES

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

9.⁰²₀₃ 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 arises from the negligent or illegal acts of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

9.⁰³₀₄ 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 X
REPORTS AND RECORDS

10.01 Monthly Statistics. COUNTY will provide monthly statistics to CITY by the fifth day of the following month documenting the number of APs booked into the Facility.

10.02 Access to Records. The Parties agree to allow access to and mutual inspection of any and all records relevant to the Facility, excluding Parties internal memoranda and files otherwise exempted by law from public disclosure.

ARTICLE XI
BREACH

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

ARTICLE XII
TEXAS LAW

12.01 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 XIII
NOTICES

13.01 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 COUNTY shall be delivered or sent to:

County Judge Nelson Wolff
Bexar County Courthouse, Suite 1.20
San Antonio, Texas 78205-3036

Notices sent to City shall be delivered or sent to:

City Manager Sheryl Sculley
P.O. Box 839966
San Antonio, Texas 78283-3966

⁰² 13.04 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.

⁰³ 13.05 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 XIV
CURRENT REVENUE

14.01 Any payments by either Party pursuant to this Agreement must be paid from that Party's current revenue funds.

ARTICLE XV
LEGAL CONSTRUCTION, SEVERABILITY

15.01 In case anyone 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 will 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 XVI
ENTIRE AGREEMENT

16.01 This Agreement supersedes any and all other agreements either oral or in writing between 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 any 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 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 the Commissioners Court of Bexar County or the San Antonio City Council, respectively.

EXECUTED this 2nd day of August, 2007.

COUNTY OF BEXAR

By:


NELSON W. WOLFF
County Judge

CITY OF SAN ANTONIO, TEXAS

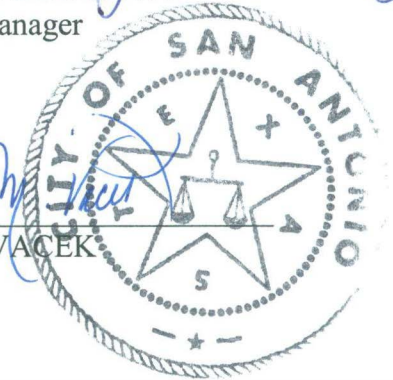
By:


SHERYL SCULLEY
City Manager

ATTEST:


for Gerard Rickhoff
GERARD RICKHOFF
County Clerk



LETICIA M. VACEK
City Clerk




APPROVED:

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

APPROVED AS TO FORM:


MICHAEL BERNARD *2011*
City Attorney
City of San Antonio, Texas


By: 
KELSEY MENZEL
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:


TOMMY J. TOMPKINS
County Auditor


DAVID SMITH
Executive Director/Budget Officer

APPROVED:


for RALPH LOPEZ
Bexar County Sheriff

APPENDIX A

Detention Staff		
	Salaries - \$ 636,647	
	Benefits - \$ 292,885	
		\$ 929,532
CMAG Coordinators		
	Salaries - \$ 57,504	
	Benefits - \$ 28,034	
		\$ 85,538
Support Staff		
	Salaries - \$101,400	
	Benefits - \$ 61,456	
		\$ 162,856
Detention Facility Janitorial Services		
	Janitorial Contract - \$30,690	
	Janitorial Supplies - \$ 1,750	
		\$ 32,440
Commodities and other Expenses		\$ 27,825
Total		\$ 1,238,191

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CITY CLERK
07 AUG 24 PM 1:39



CMS or Ordinance Number: OR00000200708020812

TSLGRS File Code: 1000-05

Document Title:

ORD - Interlocal agreement with County to share cost of Magistration and Detention services.

Ordinance Date:
8/2/2007