

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL AGREEMENT BETWEEN KENDALL COUNTY
AND THE CITY OF BOERNE, TEXAS FOR DETENTION SERVICES**

This Interlocal Agreement for Detention Services ("Agreement") is entered into by and between the CITY OF BOERNE (hereinafter "Boerne") and KENDALL COUNTY (hereinafter "County") (collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning police protection, prisoner detention and other related services; and

WHEREAS, Boerne desires the County to assist the city in the care, custody and support of Boerne's prisoners for the consideration and the term set forth herein; and

WHEREAS, County has a detention facility adequate to provide Boerne with such services and desires to assist Boerne in the care, custody and support of Boerne's prisoners for the consideration and term set forth herein; and

WHEREAS, the Parties find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of these governmental functions and services and, by entering into this Agreement pursuant to the authority granted by the Interlocal Cooperation Act will be a benefit to all the citizens of both Boerne and County; and

WHEREAS, Boerne, acting by and through its duly elected governing body has determined that it would be of material benefit to Boerne for the County to provide such services and has authorized this Agreement; and

WHEREAS, the Commissioners Court of County has authorized this Agreement and has passed an order allowing the Sheriff of Kendall County, Texas, to accept from duly authorized Boerne law enforcement officers all Boerne prisoners under the terms and conditions set forth herein;

NOW THEREFORE, be it resolved that the Commissioners Court of Kendall County and the City Council of the City of Boerne agree to enter into this Interlocal Agreement and the Parties agree as follows:

Section 1. DEFINITIONS

- a. "Boerne Prisoners" shall mean those persons charged with a violation of a City Ordinance and/or State laws that are classified as class "C" misdemeanors occurring within the jurisdiction of the Municipal Court of the City of Boerne,

Texas. The term also means any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have not been formally charged by a Judge or a Magistrate.

- b. "Contract Year" means October 1 of the year this Agreement is executed through September 30 of the following year. For any renewal term, Contract Year means October 1 of the year the renewal is executed through September 30 of the following year.
- c. "County Jail" means the County detention facility located at 6 Staudt St., Boerne, Texas 78006.
- d. "County Prisoner" shall mean any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have been formally charged by a Judge or a Magistrate.
- e. "Injured" and/or "Ill prisoner" means a Boerne prisoner who the County Sheriff and/or his officer in charge of admissions at the County Jail deem in need of medical attention prior to confinement.
- f. "Term" means October 1 through September 30 of the Contract Year.

Section 2. ACCEPTANCE AND CARE OF BOERNE PRISONERS

- a. The County agrees that the Sheriff of Kendall County will, during the Term of this Agreement, accept from any duly authorized Boerne law enforcement officer any and all Boerne Prisoners.
- b. The Sheriff of Kendall County will house, support, maintain and confine Boerne Prisoners in the County Jail subject to the orders of a duly authorized Judge or Magistrate.
- c. Boerne and the County agree that once a Boerne Prisoner is accepted and committed to the County Jail, the Sheriff or his officer in charge of admissions will release said Boerne Prisoner only when the discharge of the Boerne Prisoner is lawfully ordered or authorized by a Magistrate or Judge of any Court of competent jurisdiction.
- d. Nothing herein shall be construed to authorize or require the County or the County Sheriff to incarcerate or hold any person contrary to the Constitution and/or the laws of the State of Texas and the United States of America.

Section 3. DUTIES OF KENDALL COUNTY

County will provide housing for Boerne Prisoners in the County Jail twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

Section 4. FUNDING REQUIREMENTS, PAYMENTS AND ANNUAL REVIEW

- a. Boerne agrees to pay County thirty thousand, seven hundred and thirty-five dollars (\$30,735.00) for the herein described services. Payments shall be made in twelve monthly installments of two thousand, five hundred and sixty-one dollars, and twenty five cents (\$2,561.25) each, payable on or before the 15th day of each month, beginning October 15, 2017 with the final payment being due on September 15, 2018. (Note: The amount agreed to be paid by Boerne to County in this Agreement is based on County providing services to 683 Boerne Prisoners from May 1, 2016 through April 30, 2017 and a daily cost of housing each prisoner of \$45.00).
- b. On or before April 15 of the Contract Year, the Parties agree to review the number of Boerne Prisoners the County served from May 1 of the preceding calendar year to April 30 of the current calendar year. Should the number of prisoners served be different than the number projected in Section 4.a herein, the Parties agree to adjust the amount to be paid by Boerne to County based on the number of prisoners served for the renewal term of this Agreement.
- c. County agrees that during the confinement of any Boerne Prisoner in the County Jail, the County, acting by and through the County Sheriff and/or his officer in charge of admissions, will be responsible for the provision of necessary medical and dental treatment for all Boerne Prisoners should they become sick or injured or in need of medical or dental treatment while in the care and custody of the County Jail; provided that the cost of such medical and dental treatment incurred by County on behalf of Boerne Prisoners shall be the responsibility of Boerne. County shall send a statement of such expenses to Boerne within thirty (30) calendar days of occurrence and Boerne agrees to pay County such amounts within thirty (30) calendar days of receipt of the statement.
- d. Boerne agrees that all funds due under this Agreement shall be payable out of current revenues and that it shall set aside a fund sufficient to satisfy any obligation created by this Agreement. All payments due under this Agreement shall be delivered by Boerne to the County Treasurer at 201 East San Antonio, Boerne, Texas 78006.

Section 5. RENEWAL OR TERMINATION

- a. To renew this Agreement, County shall forward a statement of proposed costs to Boerne on or before July 1 of the Contract Year. The proposed costs for the next budget year will be based on the number of Boerne prisoners housed by the County from May 1 of the preceding calendar year through April 30 of the then current calendar year. Boerne shall notify the County Judge of County prior to August 1 of the Contract Year of whether the proposed costs are acceptable or not acceptable to Boerne.
- b. If such statement of proposed costs is acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that such proposed costs are acceptable and this Agreement will be renewed for another Contract Year and no action of the

governing body of Boerne or County will be required. If such statement of proposed costs is not acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that Boerne does not accept the proposed costs. The Parties agree to meet through respective representatives prior to August 20 of the Contract Year to resolve any differences concerning costs or other contract terms. If no agreement is reached on or before August 31 of the Contract Year, the Parties agree that this Agreement will terminate at the end of the Term.

- c. Either Party may terminate this Agreement for any reason by notifying the other party in writing at least ninety (90) days prior to the effective date of the termination of its intent to do so. Termination shall be effective at 5:00 p.m. on the 90th day following notice of termination subject to the following conditions: (1) Boerne shall arrange for all Boerne prisoners to be removed from the County Jail prior to such time; and (2) Boerne shall pay County all amounts due for services rendered by County up to the time of termination within thirty (30) days of the date of termination.

Section 6. INDEMNIFICATION

- a. **TO THE EXTENT ALLOWED BY LAW, COUNTY AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS BOERNE, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF COUNTY THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND COUNTY AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED TO SUCH PERSON OR ORGANIZATION AGAINST BOERNE, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.**
- b. **TO THE EXTENT ALLOWED BY LAW, BOERNE AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF BOERNE THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND BOERNE AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED SUCH PERSON OR ORGANIZATION AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.**
- c. **NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION, SHALL BE DEEMED AS A WAIVER OF ANY AND ALL PROTECTIONS AFFORDED THE COUNTY, BOERNE, THE BOERNE POLICE DEPARTMENT AND THE KENDALL COUNTY SHERIFF'S OFFICE UNDER THE CONSTITUTION OR LAWS OF THIS STATE OR THE UNITED STATES OF AMERICA.**

Section 7. MISCELLANEOUS

- a. This Agreement constitutes the sole and only agreement of the parties with respect to the matters that are the subject of this Agreement. No other agreement, statement or promise made by either party or by a representative of either party that is not contained in this Agreement shall be binding or valid or enforceable.
- b. No amendment, modification, or alteration of this Agreement shall be binding, valid or enforceable unless it is reduced to writing, approved by the governing body of both parties and signed by authorized representatives of both parties subsequent to the effective date of this Agreement.
- c. This Agreement shall be performed in Kendall County, Texas and shall be construed under and in accordance with the laws of the State of Texas.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held as invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e. Notices required herein shall be delivered to the following representatives of the parties at the locations indicated:

COUNTY
Darrel L. Lux
County Judge, Kendall County

201 E. San Antonio
Boerne, Texas 78006

BOERNE
Ronald C. Bowman
City Manager, City of Boerne

402 E, Blanco
Boerne, Texas 78006

EXECUTED IN DUPLICATE ORIGINALS ON THIS THE _____ DAY OF
_____ 2017.

KENDALL COUNTY

Darrel L. Lux
County Judge, Kendall County

201 E. San Antonio
Boerne, Texas 78006

CITY OF BOERNE

Ronald C. Bowman
City Manager, City of Boerne

402 E, Blanco
Boerne, Texas 78006