

Exhibit A

STATE OF TEXAS

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COUNTY OF KENDALL

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**INTERLOCAL AGREEMENT BY AND BETWEEN KENDALL COUNTY AND
THE CITY OF FAIR OAKS RANCH FOR DETENTION SERVICES**

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Fair Oaks Ranch (“Fair Oaks Ranch”), a home-rule municipality partially located within Kendall County, Texas, and Kendall County (“County”), a body corporate and politic under the laws of the State of Texas, acting through its Commissioners Court, (each a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 *et seq.*, as amended, authorizes local governments to contract for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing of Fair Oaks Ranch Prisoners are in each Party’s best interests and that of the public, and this Agreement will increase the effective and efficient functioning of each Party; and

WHEREAS, detention services are governmental functions and services as defined by Tex. Gov’t Code Ann. § 791.003(3)(A), and County and Fair Oaks Ranch are local governments as defined by Tex. Gov’t Code Ann. § 791.003(4); and

WHEREAS, County, through the Kendall County Sheriff (“Sheriff”), has a detention facility adequate to provide Fair Oaks Ranch with detention services for inmates (“Services”), and Fair Oaks Ranch desires County to provide detention services to Fair Oaks Ranch Prisoners; 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

WHEREAS, the Parties have the authority to enter into Agreement and have each entered into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

1. Term and Termination.

- 1.1. The Term of this Agreement shall be effective October 1, 2024, and terminate on September 30, 2025 (“Termination Date”).
- 1.2. This Agreement may be terminated without cause at any time at the option of either County or Fair Oaks Ranch upon the giving of sixty (60) days written notice to the other party in the manner or form provided herein. The Notice is effective if sent by the County Judge or designated representative of Fair Oaks Ranch. The termination of the Agreement will be

Exhibit A

effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

- 1.3. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by County impracticable or impossible, such as severe damage or destruction of County's facility or actions by governmental or judicial entities which create a legal barrier to acceptance of any of Fair Oaks Ranch Prisoners.
- 1.4. This Agreement may renew. Either the County or Fair Oaks Ranch may opt out of this agreement upon the giving of sixty (60) days written notice to the other party in the manner or form provided herein.

2. Detention Services.

- 2.1. County shall only provide Services under this Agreement to Fair Oaks Ranch inmates, prior to magistration, that meet the following conditions:
 - (a) The person is charged with a class "C" misdemeanor violation of a City Ordinance or State laws that occurred in Kendall County or subject to the jurisdiction of the Municipal Court of the City of Fair Oaks Ranch, or
 - (b) The person has been arrested within Kendall County and the territorial limits of the City of Fair Oaks Ranch for class "A" and/or "B" misdemeanors and/or felonies who have not been formally charged by a Judge or a Magistrate.
- 2.2. Any person described by subsection 2.1(a) must be magisterated within eight (8) to ten (10) hours of the arrest.
- 2.3. County shall accept and detain any person described by Section 2.1. that is transported to County by any duly authorized Fair Oaks Ranch peace officer.
- 2.4. Fair Oaks Ranch is solely responsible for the transportation of its Prisoners to the County Detention Center unless the Sheriff or his designee agrees to provide assistance when requested by Fair Oaks Ranch.
- 2.5. County will confine Prisoners and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions provided by this Agreement.
- 2.6. County will provide as set forth herein, for Prisoner's physical needs, retain them in safe custody, supervise them, and maintain proper discipline and control. Notwithstanding the foregoing, should any Fair Oaks Ranch prior to magistration inmates require medical care then Fair Oaks Ranch shall come pick them up and shall be responsible for providing them necessary medical care.
- 2.7. County shall only release Fair Oaks Ranch inmates when the discharge is lawfully ordered or authorized by a Magistrate or Judge of any Court of competent jurisdiction.
- 2.8. 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.

3. Financial Provisions.

- 3.1. Fair Oaks Ranch agrees to pay County SIXTY-FIVE DOLLARS and 00/100 (\$65.00) per Fair Oaks Ranch Prisoner for the Services described herein during the Term ending on September 30, 2025.
- 3.2. Payments shall be calculated based upon the total Fair Oaks Ranch prisoner population for the preceding twelve-month period from May 1 through April 30. Payments shall be made in four (4) quarterly installments based on the following procedures:
 - (a) County shall send Fair Oaks Ranch a request for payment showing the amounts due for Services.
 - (b) Fair Oaks Ranch shall make payment payable to Kendall County and send payment to:

Exhibit A

Kendall County Auditor
201 E. San Antonio Ave, #113
Boerne, Texas 78006
Email: corinna.speer@co.kendall.tx.us

- 3.3. Chapter 2251, TEXAS GOVERNMENT CODE. All payment terms, time for payments and interest charged for late payments made in accordance with County are subject to Chapter 2251, TEXAS GOVERNMENT CODE.
- 3.4. On or before April 15 of the Term, the Parties agree to review the number of Fair Oaks Ranch 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 this Section 3.2, the Parties agree to adjust the amount to be paid by Fair Oaks Ranch to County based on the number of prisoners served for the renewal term of this Agreement.
- 3.5. Annually, on or before May 30, County shall submit to Fair Oaks Ranch for review a listing of Fair Oaks Ranch Prisoners housed in the jail for the period May 1 – April 30. Upon agreement by the Parties, this number shall be used to calculate the payments for the Renewal Term.
- 3.6. County agrees that during the confinement of any Fair Oaks Ranch 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 Fair Oaks Ranch 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 and prior to magistration, provided that the cost of such medical and dental treatment incurred by County on behalf of Fair Oaks Ranch Prisoners shall be the responsibility of Fair Oaks Ranch. County shall send a statement of such expenses to Fair Oaks Ranch within thirty (30) calendar days of occurrence and Fair Oaks Ranch agrees to pay County such amounts within thirty (30) calendar days of receipt of the statement.
- 3.7. Fair Oaks Ranch 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 Fair Oaks Ranch to the County Treasurer at 201 East San Antonio, Boerne, Texas 78006.

4. Liability.

- 4.1. This Agreement is made for the express purpose of providing detention services, which both Parties recognize to be a governmental function. Neither Party assumes liability beyond that required by law. Each Party understands and agrees that it is responsible only for acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.

5. Modifications and Waivers.

- 5.1. The Parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

6. Independent Relationship.

- 6.1. Each Party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the

Exhibit A

applicable laws of the State of Texas. Neither Party has authority to bind or otherwise obligate the other Party orally, in writing, or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Parties.

7. Notices.

- 7.1. Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.
- 7.2. Each party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Kendall County Judge
201 E. San Antonio Ave.,
Boerne, Texas 78006

With Copy to: Kendall County Sheriff
6 Staudt Street
Boerne, Texas 78006

Fair Oaks Ranch: City of Fair Oaks Ranch
Attn: City Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX

A Notice is effective only if the party giving or making the Notice has complied with subsections 7.1 and 7.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

8. Compliance With Laws.

- 8.1. County shall comply with all federal and state laws, and with the requirements of the Texas Commission on Jail Standards while providing Services to Fair Oaks Ranch under this Agreement. Nothing herein shall create any obligation on County to house Fair Oaks Ranch Prisoners where the housing of said Fair Oaks Ranch Prisoners will, in the opinion of the Kendall County Sheriff, raise the population of the detention center above the permissible number of inmates allowed by law, or will, in the opinion of the Kendall County Sheriff, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel or inmates at the detention center. At any time that the Kendall County Sheriff determines that a condition exists at the detention center necessitating the removal of Fair Oaks Ranch Prisoners, or any specified number thereof, Fair Oaks Ranch shall, upon notice by Kendall County Sheriff to Fair Oaks Ranch, immediately remove said inmates from the detention center. Fair Oaks Ranch will make every effort to remove any inmate within eight (8) hours of notice from the Kendall County Sheriff. The notice under this Section 8 is not subject to the Notice provisions of Section 7.

Exhibit A

9. Governing Law.

9.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed as a waiver of either Party’s sovereign immunity.

10. Miscellaneous.

10.1. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

10.2. No amendment, modification, or alteration to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party to this Agreement.

10.3. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

10.4. By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the nondrafting Party.

10.5. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties.

(a) The signatures of all the parties do not need to be on the same counterpart for it to be effective.

(b) Delivery of an executed counterpart’s signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY

CITY OF FAIR OAKS RANCH

Shane Stolarczyk, County Judge

Scott Huizenga, City Manager

Date

Date

ATTEST:

ATTEST:

Denise Maxwell, County Clerk
