

STATE OF TEXAS § **FIRST AMENDMENT TO**
 § **ADDENDUM A-6, CRIME LAB / MEDICAL**
 § **EXAMINER, ADDENDUM A-8, MAGISTRATE,**
 § **ADDENDUM A-9, HOTEL TAX, AND ADDENDUM A-11,**
 § **UNIFORM TRUANCY CASE MANAGEMENT**
 § **PROGRAM, OF THE MASTER ILA**
 § **BETWEEN BEXAR COUNTY AND THE CITY OF**
 § **SAN ANTONIO**

This **FIRST AMENDMENT TO ADDENDUM A-6, CRIME LAB / MEDICAL EXAMINER, ADDENDUM A-8, MAGISTRATE, ADDENDUM A-9, HOTEL TAX, AND ADDENDUM A-11, UNIFORM TRUANCY CASE MANAGEMENT PROGRAM, OF THE MASTER ILA BETWEEN BEXAR COUNTY AND THE CITY OF SAN ANTONIO** ("First Amendment") is dated effective October 1, 2016 ("Effective Date") by and between **COUNTY OF BEXAR** ("COUNTY"), a political subdivision of the State of Texas, and the **CITY OF SAN ANTONIO** ("CITY"), a Texas home rule municipality. COUNTY and CITY may collectively be referred to as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, The Parties entered into the Master Interlocal Agreement ("Master ILA") in September of 2013 pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov't Code 791 *et.seq.*; and

WHEREAS, Articles 6.02 and 21.01 of the Master ILA contemplate that the Parties may need to renegotiate the terms and conditions of an individual Addendum; and

WHEREAS, COUNTY has provided timely notice to CITY of its desire to modify the terms of Addendum A-6, Crime Lab / Medical Examiner, Addendum A-8, Magistrate, Addendum A-9, Hotel Tax, and Addendum A-11, Uniform Truancy Case Management Program of the Master ILA (collectively "the Addenda");

WHEREAS, through this First Amendment, the Parties desire to modify certain terms of the Addenda as set out in the attached Addenda.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
CHANGES AND ADDITIONS TO THE ADDENDA

- 1.01 The recitals are hereby incorporated in the terms and provisions of this First Amendment.
- 1.02 Addendum A-11, Uniform Truancy Case Management Program is renumbered to A-10.
- 1.03 Addendum A-6, Crime Lab/Medical Examiner, Addendum A-8, Magistrate, Addendum A-9 Hotel Tax and Addendum A-10, Uniform Truancy Case Management Program are deleted

in their entirety and replaced with the corresponding Addenda attached to this First Amendment and such Addenda shall be incorporated into the Master ILA for all purposes.

ARTICLE II
OTHER TERMS AND CONDITIONS

2.01 All other terms and conditions of the Master ILA, as amended, between the Parties are unchanged and remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS THIS ____ of _____ 2016.

COUNTY OF BEXAR

CITY OF SAN ANTONIO, TEXAS



NELSON W. WOLFF
County Judge

SHERYL SCULLEY
City Manager

ATTEST:

ATTEST:




GERARD C. RICKHOFF
County Clerk

LETICIA VACEK
City Clerk

APPROVED AS TO LEGAL FORM:


APPROVED AS TO LEGAL FORM:



PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

City Attorney

APPROVED AS TO FINANCIAL CONTENT:



SUSAN YEATTS
County Auditor



DAVID SMITH
County Manager

A-6 CRIME LAB / MEDICAL EXAMINER

Section I **Definitions**

- A. The following terms used in this Addendum will, unless the context states otherwise, have the meanings set forth below:
1. Presumptive Testing/Test means examinations and/or analysis that are preliminary and may require additional testing to confirm the conclusion. For the purpose of this Addendum, all tests will be considered presumptive, with the exception of 4108, Microscopic Comparison; 4214, DNA Analysis; and 4502, Quantitative.
 2. Confirmatory Testing/Test means examinations and/or analysis that require additional time to produce a conclusion. For purposes of this Addendum, confirmatory testing will be defined as: 4108, Microscopic Comparison; 4214, DNA Analysis; 4303, Microscopic Comparison; and 4502, Quantitative.
 3. DNA means deoxyribonucleic acid.
 4. DNA Testing means comparing biological samples to include or exclude specific individuals.
 5. Drug means any controlled substance as defined by federal or state law.
 6. Drug I.D. Testing means employing scientific methods to identify controlled substances. For the purpose of this Addendum, drug ID testing does not include the identification of controlled substances in food or food related substances.
 7. DRE means a drug recognition evaluation.
 8. Trace Evidence means samples of hair, fibers, glass, explosives, gunshot residues, and chemical residues.
 9. Trace Evidence Testing means a scientific process employed to identify the sample and, where appropriate, to compare samples in the identification process in a criminal investigation; it does not include Drug I.D., Serology, and Firearms Testing.

Section II
Crime Lab Services

- A. The Bexar County Crime Investigation Lab ("CIL") shall provide receipt for and store all physical evidence, samples, and firearms submitted by the City of San Antonio ("CITY") for testing that is provided pursuant to the terms of this Addendum. For the purpose of this Addendum, submitted evidence may be returned to CITY when deemed available for return by CIL, which may be prior to completion of testing.
- B. All materials submitted for testing must be stored by the forensic sciences services provider in a manner appropriate to maintain as evidence that may be admissible in a court of law.
- C. CIL shall notify the San Antonio Police Department ("SAPD") upon the completion of testing, with notices sent to the Deputy Chief of Police of the SAPD Investigations Division.
- D. Training
 - 1. Every three months during the term of this Agreement, CIL will be available for up to 8 hours of training on processes and procedures of CIL, the content of which will be agreed upon by COUNTY and CITY, and COUNTY shall determine the size, date, time, and location of training.
 - a. Every three months during the term of this Agreement, CIL will be available to meet with CITY representatives to discuss matters related to this Addendum.
 - b. CITY shall designate individuals to attend the training.
- E. CIL shall maintain all necessary certifications required to perform the Services under this Addendum.
- F. Within 72 hours of receiving Presumptive Test results, CIL will notify, by e-mail, the SAPD investigating officer of the results.
- G. Within 72 hours of a consultation with the SAPD Investigating Officer requesting that Confirmatory Tests be conducted in order to obtain the necessary instructions regarding the Confirmatory Tests or, where required, receipt of the required additional evidence, the CIL will notify, by e-mail, the SAPD Investigating Officer that the CIL has received the necessary Confirmatory Test instructions and additional evidence required to conduct such test.
- H. Within 72 hours of a consultation with the SAPD Investigating Officer requesting that Confirmatory Drug Tests be conducted in order to obtain the necessary instructions regarding the Confirmatory Drug Tests or, where required, receipt of the required additional evidence, the CIL will notify, by e-mail, the SAPD Investigating Officer that

the CIL has received the necessary Confirmatory Drug Test instructions and additional evidence required to conduct such test.

- I. Police service agents will maintain the chain-of-custody of all evidence for SAPD, submit evidence to the lab, and pick up evidence when evidence is available for return. Evidence will be secured at the SAPD Property Room. CIL will provide an intake/CIL number for each case received. Service agents will sign chain-of-custody paperwork on CIL Released By/Released To: PD Service Agents for Narcotics and PD Service Agent for Homicide.
- J. COUNTY retains the right to reject any request for testing from CITY that is deemed non-standard. Non-standard testing is defined as any test that materially affects accreditation standards; requires the COUNTY to purchase new/unique supplies or equipment; and/or develop new methods or procedures for the purpose of satisfactorily completing the test. None of the testing included in Attachments I and II shall be deemed non-standard.
- K. CITY shall be solely responsible for:
 - 1. Transporting evidence, samples, and firearms to CIL for testing;
 - 2. Retrieval and storage of all evidence samples, including those transported by the Bexar County Medical Examiner's Office ("MEO") to CIL, within two weeks of receipt of notice from CIL that evidence is available for return;
 - 3. The following, with regard to items submitted for testing:
 - a. Proper drying;
 - b. Packaging; and
 - c. Marking of clothing;
 - 4. Providing current e-mail addresses of SAPD investigating officers to CIL; and
 - 5. Having quarterly meetings with MEO/CIL staff; and

Section III

Crime Lab Compensation

- A. The Parties agree to the CIL fee schedule set forth in Attachment I, which is attached and incorporated into the Addendum for all purposes.
- B. During each contract year of this Agreement, COUNTY may submit to CITY a proposed revision to the CIL fee schedule and provide justification for any increase of the fees. Submission of the proposal to CITY must be in writing and at least 150 days prior to the expiration date of the contract year. The CITY Manager may, but is not required to, approve revisions to the CIL fee schedule and execute a letter to the County Manager advising the County Manager of the CITY's approval of such revisions, without CITY Council approval, provided the revised fees result in less than a 5% change in the total of the combined fees of the previous year's total combined fees. Otherwise, revisions to the CIL fee schedule must be in the form of an amendment to the Agreement and must

receive prior approval from CITY Council. Bexar County Commissioners Court shall approve all changes to the CIL fee schedule.

- C. CIL shall submit invoices on the tenth day of each month to CITY, detailing all fees for services provided in the preceding month under this Addendum. Said invoices shall be submitted electronically to CITY in Adobe PDF accompanied by a breakdown of the services and fees reflected in the invoices in Microsoft Excel format. CITY shall pay COUNTY the invoiced fees within 30 days of receipt of the invoice.

Attachment I

BEXAR COUNTY FY 2013-14 Crime Laboratory Fee Schedule (Effective October 1, 2013)

Description	Code	Fee	Description	Code	Fee
Evidence Clerk Testimony/Hour			Firearms Testimony or Crime Scene/Hour		
Evidence Registration/ Case	4000	80.00	Powder, Cartridge or Bullet Identification/Item	4300	110.00
Shipping and Handling/Case	4001	20.00	Microscopic Comparison/Item	4301	37.00
Hard or Digital Media Copy of Complete Case File	4002	37.00	Mechanical Evaluation of Weapon or Test Fire/Item	4303	84.00
Evidence Registration Pre-Login/ Case	4005	42.00	Chronograph or Special Testing/Ammunition or Weapon	4304	75.00
	4006	18.00	Documentation or Photograph/Case	4305	150.00
Trace Evidence Testimony or Crime Scene/Hour			Physical Re-Construction/ Item	4307	37.00
Evidence Search or Removal/Item and Lift	4100	110.00	Serial Number Restoration/Number Area	4311	75.00
Microscopic Exam-General/Item	4101	37.00	Repair, Clean-up or Restoration of Firearms/ 0.5 hour	4312	75.00
Microscopic Comparison /Slide	4102	37.00	Toolmark Replication/Tool	4314	37.00
GC/MSD/Sample	4108	37.00		4315	18.00
Analysis by FTIR/Sample	4112	75.00	Drug Identification Testimony or Crime Scene/Hour		
GSR by SEM-EDX/STUB	4113	75.00	Qualitative Analysis / Item	4500	110.00
SEM/EDX Analysis/Hour	4114	170.00	Quantitative Analysis / Item	4501	37.00
Microcrystalline Test or Spot Test/Sample	4115	170.00	Identification by Description / Item	4502	160.00
GSR by Microscopic and Chemical Analysis/Item	4118	75.00	Marijuana: Bulk Handling/Case	4503	18.00
Shoe/Tire Impression Comparison/Item	4119	75.00	Marijuana: Qualitative ID/ Item	4506	37.00
	4120	37.00	Marijuana: Seed Germination/Case	4507	37.00
Serology Testimony or Crime Scene /Hour			Mushrooms or Peyote/ Item	4508	18.00
Evidence Search and Processing/Item	4200	110.00	Hashish/ Item	4509	160.00
Storing Serological Evidence/Item	4201	37.00	Microcrystalline Test/ Item	4514	75.00
Presumptive Testing/Item	4202	37.00	Derivatization/ Item	4515	37.00
DNA Analysis /Sample (Core CODIS Loci or Y-STR)	4203	32.00	Organic Extraction/ Item	4516	37.00
Sexual Assault Evidence Collection Kit	4214	475.00	Clandestine Lab Handling (Qualitative)/Case	4517	37.00
Confirmatory Testing/Item	4220	315.00	Inventory of "Not to be Tested" Evidence/ Submission	4519	37.00
	4221	37.00		4520	18.00

Section IV
Medical Examiner's Office Services

- A. The Medical Examiner's Office ("MEO") shall accept, provide receipt for, and store, until testing is completed, all intoxication assault and intoxication manslaughter blood specimens.
- B. MEO shall maintain specimens submitted until testing is completed, storing them in an appropriate manner.
- C. MEO shall provide an electronic copy of all toxicology reports to SAPD after completing analysis.
- D. CITY is solely responsible for labeling, packaging, and transporting all specimens to MEO for testing. CITY shall not be responsible for any shipping costs incurred by COUNTY in connection with COUNTY's performance of its obligations under this Agreement.
- E. Training
 - 1. Every three months during the term of this Agreement, MEO will be available for up to 8 hours of training on processes and procedures of MEO, the content of which shall be agreed upon by COUNTY and CITY, and COUNTY shall determine the size, date, time, and location of training.
 - 2. Every three months during the term of this Agreement, MEO will be available to meet with CITY representatives to discuss matters related to this Addendum.
 - 3. CITY shall designate individuals to attend the training.
- F. MEO shall maintain all necessary certifications required to perform the Services under this Addendum.

Section V
Medical Examiner's Office Compensation

- A. The Parties agree to the MEO fee schedule set forth in Attachment II which is attached and incorporated into this Addendum for all purposes.
- B. During each contract year of this Agreement, COUNTY may submit to CITY a proposed revision to the MEO fee schedule and provide justification for any increase of the fees. Submission of the proposal to CITY must be in writing and at least 150 days prior to the expiration date of the contract year. The CITY Manager may, but is not required to, approve revisions to the MEO fee schedule and execute a letter to the County Manager advising the County Manager of the CITY's approval of the revisions, without CITY Council approval, provided the revised fees result in less than a 5% change in the total of the combined fees of the previous year's total combined fees. Otherwise, revisions to the

MEO fee schedule must be in the form of an amendment to the Agreement and must receive prior approval from CITY Council. Bexar County Commissioners Court shall approve all revisions to the MEO fee schedule.

- C. MEO shall submit invoices on the tenth day of each month to CITY, detailing all fees for services provided in the preceding month under this Addendum. Said invoices shall be submitted electronically to CITY in Adobe PDF accompanied by a breakdown of the services and fees reflected in the invoices in Microsoft Excel format. CITY shall pay COUNTY the invoiced fees within 30 days of receipt of the invoice.

ATTACHMENT II



BEXAR COUNTY MEDICAL EXAMINER'S OFFICE

RANDALL E. FROST, M.D.
CHIEF MEDICAL EXAMINER

7337 Louis Pasteur Drive, San Antonio, Texas 78229-4565
(210) 335-4053 FAX (210) 335-4052

"Accredited by the National Association of Medical Examiners"

FEE SCHEDULE

EFFECTIVE DATE: OCTOBER 01, 2015

Code	Administrative Fees (Analysis/Examination/Service Charge)	Fee
1001	Reports (Autopsy & Toxicology in accordance with HS Title 8, Chapter 671.013(C)(1))(Free if emailed)	25.00
1002	Certified Reports	35.00
1003	Certification of Documents (Affidavits)	10.00
1004	Notarization of Documents	10.00
1005	Insurance/Physician Statement, including Autopsy Report	45.00
1006	Copy Charge/page	.10
1011	FTL Litigation packages (CD only)	Free
1013	Cremation Certifications	25.00
1014	Evidence Shipping Fees (includes processing)	50.00
1015	Subpoena Fees	1.00

Code	Autopsy Services (Analysis/Examination/Service)	Fee
1101	Out-of-County Complete Autopsy	2,500.00
1102	Out-of-County Complicated Cases (as determined by Chief Medical Examiner)	3,000.00
1103	Out-of-County External Examination or Partial Autopsy	1,250.00
1105	Storage Fee-Regular decedents/day (after 24 hours of notification that case is ready or cases brought in for storage only; 48 hours for OOC case)	50.00
1106	Microscopic Slides/each	20.00
1107	Storage Fee-Decomposed decedents/day (after 24 hours of notification that case is ready or cases brought in for storage only; 48 hours for OOC case)	100.00

Code	Testimony/Professional Time (Analysis/Examination/Service)	Fee
2001	Physicians and Chief Toxicologist testimony, waiting or deposition/Hour (min. of 2 hours)	500.00
2002	Toxicology Chemist testimony, waiting or deposition/Hour (min. of 2 hours)	300.00
2003	Investigators testimony, waiting or deposition/Hour	150.00
2004	Custodian of Records or other staff testimony, waiting or deposition/Hour	100.00
2005	Travel time for everyone above/Hour or actual testimony fee, whichever is less (map-quest to the next hour)	250.00

Code	Toxicology (Analysis/Examination/Service)	Fee
3001	Alcohols or Alcohols, Confirmation	75.00
3002	Volatiles	100.00
3003	Acid/Neutral (GC) or Acid/Neutral, Confirmation (GC)	100.00
3004	Alkaline (GC) or Alkaline, Confirmation (GC)	150.00
3005	Cocaine with Metabolites	150.00
3006	Opiates/Opioids	150.00
3007	Cocaine/Opiates with Metabolites (GC)	150.00
3008	Cannabinoids (GC) or Cannabinoids, Confirmation (GC)	150.00
3009	Benzodiazepines (LC)	180.00
3010	Carbon Monoxide	50.00
3011	Tissue Carbon Monoxide	100.00
3012	Cyanide Qualitative	40.00
3013	Drug Screen (LC)	200.00
3014	Metals Qualitative (Reinsch)	90.00
3015	Miscellaneous Testing Level 1	40.00
3016	Miscellaneous Testing Level 2	50.00
3017	Miscellaneous Testing Level 3	75.00
3018	Miscellaneous Testing Level 4	100.00
3019	Miscellaneous Testing Level 5	150.00
3020	Miscellaneous Testing Level 6	200.00
3021	Immunoassay per test	30.00
3022	Electrolytes (SMA6)	45.00

Code	Evidence Receiving	Fee
4001	Evidence Registration/Case	20.00

Section VI
Miscellaneous Terms For CIL And MEO

A. The Parties agree that COUNTY does not have an exclusive right to provide to CITY the testing services contemplated by this Addendum. CITY may conduct the testing itself or engage the services of another vendor upon giving COUNTY 30 days' notice that it is terminating all or some of the Services under this Addendum following the provisions of Section 18.01 of the Agreement.

B. Where CITY conducts the testing itself or engages the services of another vendor, CITY may continue to obtain the services of COUNTY pursuant to the terms of this Addendum, and COUNTY must continue to provide those services to CITY in accordance with the terms of this Addendum so long as CITY retains full responsibility for itself and the acts of the vendor. In addition, CITY shall not submit to COUNTY any item for testing that has been previously tested by CITY or a vendor hired by the CITY.

C. For purposes of this Addendum, COUNTY is not prohibited from subcontracting for specific services related to this Agreement where COUNTY retains full responsibility for acts of the subcontractor and such subcontracting is approved in writing by the CITY prior to the use of the subcontractor. Said approval may be granted by the City Manager and no additional authorization by City Council is required. Prior to CITY granting such approval, COUNTY will provide CITY with the subcontractor's fee schedule. Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of COUNTY. CITY shall, under no circumstances, be obligated to any third party, including any subcontractor of COUNTY, for performance of services or payment of fees. CITY is responsible for paying fees of subcontractor invoiced by COUNTY to CITY if CITY approved in writing the use by COUNTY of a specific subcontractor. COUNTY shall submit invoices for the services performed by a subcontractor at the lesser rate of: (i) the rate set out in Attachments I and II for service; or (ii) the rate charged by a subcontractor for a service. CITY is required to make payment to COUNTY under the terms set out in Section V (C) above. CITY shall, under no circumstances, as a result of COUNTY'S use of a subcontractor pursuant to this Addendum, be obligated to pay fees to COUNTY greater than those provided for in Attachment I and II. Should COUNTY terminate the use of any subcontractor who services were engaged pursuant to this section, COUNTY shall notify CITY of such termination within 2 business days.

D. CITY shall not be responsible for paying any fees or costs associated with testimony given in any judicial proceeding in connection with the services provided by COUNTY or its subcontractors pursuant to the provisions of this Agreement.

Section VII
Contact Persons

- A. COUNTY appoints COUNTY's Directors of the CIL and the MEO as the contact persons ("Contact Person") with regard to the services to be performed by the CIL and MEO, respectively. The Contact Person for CIL is Timothy Fallon whose street address is Bexar County Crime Lab, 7337 Louis Pasteur, San Antonio, Texas 78229 and whose email address is tfallon@bexar.org. The Contact Person for the MEO is Dr. Randall Frost whose street address is Bexar County Medical Examiner's Office, 7337 Louis Pasteur, San Antonio, Texas 78229 and email address is frostmd@bexar.org. COUNTY may change its Contact Person at any time and must provide CITY with written notice of the change pursuant to Article XVIII of the Agreement.
- B. CITY appoints CITY's Deputy Chief – Investigations Division as its Contact Person with regard to the services to be performed herein. The email address for the Contact Person is tony.muro@sanantono.gov. CITY may change its Contact Person at any time and must provide COUNTY with written notice of the change pursuant to Article XVIII of the Agreement.

A-8 MAGISTRATE

Section I Services

A. Detention. CITY will provide administrative support and detention for all arrested persons ("APs") booked into the Central Magistration and Detention Facility ("Facility") located at 401 S. Frio St. in San Antonio, Texas.

B. Booking Process. The arresting agency that presents an AP at the Facility must provide complete and accurate information necessary to complete the required forms. The Bexar County Sheriff's Office ("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.

C. Jail Booking and Releasing. BCSO shall be responsible for booking and releasing prisoners who are charged with committing a Class B misdemeanor or higher in the territorial jurisdiction of COUNTY from the Facility.

D. Mug Shot System. CITY shall provide and maintain, and BCSO shall utilize, SAPD equipment ("Mug Shot System") 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.

E. MAGS. CITY shall maintain the computer system used to track information on APs ("MAGS"), continue to add the data in MAGS, continue to update COUNTY's CJIS ("Criminal Justice Information System") from MAGS and allow COUNTY to use MAGS System for Magistration operations. 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.

F. Use of SID. The Parties will use the inmate identification number ("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.

G. 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 magistrates APs awaiting release or transfer, who have been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

H. 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. CITY shall be responsible for the escorting of an AP to a mental health assessment within the Facility. CITY shall provide an assigned detention officer from 7:30-11:30 a.m. seven days a week and all such escorts shall occur within this timeframe. COUNTY's onsite mental health care provider ("COUNTY's Provider") will keep track of the detention officer's hours related to this service. COUNTY's Provider will notify CITY if such services are not needed because of a holiday. COUNTY's Provider will turn in applicable time sheets to CITY's Contact Person listed in Section III (B) of this Addendum. The Presiding Judge of the CITY Municipal Courts ("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

I. 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 Addendum 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.

J. Medical and Mental-Health Services. COUNTY will provide adequate medical staff during all hours of operation for the Facility. COUNTY will provide one COUNTY Provider as needed and agreed upon to assist in the referral and redirection of individuals with mental health issues.

K. 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.

L. Transportation of APs.

1. Jail. COUNTY and SAPD will transport APs from the Facility to the Jail. CITY reserves the right to require transportation of APs to the Jail as indicated by Facility capacity levels.
2. 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.
3. 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 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.
4. 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.

M. 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.

N. Public Defender. COUNTY will provide Public Defender in the Facility to provide indigent mental health representation.

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

P. 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 are under CITY control.

Q. 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.

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

S. 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 COUNTY Magistrates, including, but not limited to, interpreter services. Notwithstanding the foregoing, both Parties to this Agreement acknowledge that the CITY Municipal Judges retain the powers of their respective offices to provide Magistration. City Magistration must be coordinated through the Presiding Judge.

T. Hours of Magistration. COUNTY will provide Magistration services 24 hours a day, 7 days a week, including holidays. Magistration hours may change without further amendment of this Agreement by mutual agreement between the Parties.

U. 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. The District Clerk will be the custodian of records relating to Magistration of Class B misdemeanor or higher offenses, including police reports, search and arrest affidavits and any other judicial orders.

V. 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.

W. 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.

- X. Weapon Security. BCSO shall utilize CITY weapon-security measures at the Facility.
- Y. 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.
- Z. Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.
- AA. Operational Meetings. The Parties will meet to discuss and resolve issues relating to the Facility and Magistration operations.
- BB. 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.
- CC. Space, Furnishings, and Equipment. CITY shall allow COUNTY the use of designated space within the Facility for Magistration. 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 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.
- DD. 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.
- EE. 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 to inspect the Facility.

FF. Notice of Budgets. 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 is made. COUNTY will promptly notify CITY of its proposed medical provider budget applicable to this Agreement submitted for approval during the COUNTY budget process for Commissioners Court approval for each new fiscal year. COUNTY will promptly notify CITY of the approved budget once the final Commissioners Court approval is made.

Section II **Compensation**

A. COUNTY shall pay to CITY:

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

a. Detention Staff Personnel Services. COUNTY shall pay its invoiced share of the projected operating expenses for the Facility on a monthly basis. Additionally, COUNTY shall pay the documented and invoiced difference between the prior year's budgeted amount for Detention Staff Personnel Services and the actual amount expended for same, if the actual cost is greater than the budgeted amount.

b. Detention Janitorial Services. COUNTY shall pay its invoiced share of CITY Janitorial Contract and supplies on a monthly basis.

c. Commodities, other miscellaneous operating expenses, including uniforms, required training, Workers Comp./General Liability insurance, software, binding and printing, property bags, locking seals and office supplies. COUNTY shall pay its invoiced share of CITY contracts for commodities and other miscellaneous operating expenses on a monthly basis.

2. Mental Health Assessment Escort. Beginning October 1, 2015, COUNTY shall pay all invoiced costs of mental health care assessment escort services, covering all related personnel costs, including overtime, on a monthly basis. CITY shall provide to COUNTY an "Hourly Overtime Rate for Mental Health Escort Table" table every October and January of each year. The cost of such services shall be capped at \$64,498.00 annually under this Agreement with the effective date being October 1, 2015 ("Effective Date") for the increase of the cost of these services. Within 30 days of each October 1 during any subsequent renewal terms, COUNTY shall pay this invoiced

amount. Detention officers providing such services will receive their payment from CITY through the regular payroll process. Such invoices shall be sent by CITY to COUNTY electronically in Adobe PDF format. Once the cap is reached, CITY shall notify COUNTY and cease providing mental health care assessment escort services.

B. CITY shall pay to COUNTY:

1. Medical Services. CITY shall pay half of COUNTY's contractual cost of providing medical services for APs on a monthly basis as invoiced by COUNTY

C. Invoices. All invoices under this Addendum shall comply with the applicable provisions of the Agreement and all such invoices shall be sent electronically in Adobe PDF format.

Section III
Contact Persons

A. COUNTY appoints COUNTY's Director of Judicial Services as its contact person ("Contact Person"). The Contact Person is Mike Lozito whose street address is Paul Elizondo Tower, 101 W. Nueva St., Suite 300, San Antonio, Texas 78205 and email address is mike.lozito@bexar.org. COUNTY may change its Contact Person at any time and must provide CITY with written notice of the change pursuant to Article XVIII of the Agreement.

B. CITY appoints CITY's Deputy Chief Jimmy Reyes as its Contact Person with regard to the services to be performed herein. The email address of the Contact Person is jimmy.reyes@sanantonio.gov. CITY may change its Contact Person at any time and must provide COUNTY with written notice of the change pursuant to Article XVIII of the Agreement.

A-9 HOTEL TAX

Section I Services

A. CITY shall provide the following tax collection services for the hotels located in COUNTY. A list of such hotels is available in CITY's Finance Department. The list shall be updated automatically as locations are added or deleted by CITY for purposes of its own tax collection. For locations at which CITY does not collect a tax for its own use, any change to said list shall be initiated by COUNTY by sending written notice to CITY and the taxpayer of the change. COUNTY will provide such taxpayer with the initial Occupancy Tax Reporting Form.

B. COUNTY authorizes and designates CITY as its tax collector for the purposes set out under this Addendum. COUNTY further authorizes CITY, its employees, officials and agents to perform any and all acts which the CITY, its employees, officials and agents determine necessary and proper in order to accomplish the services agreed to be performed by CITY.

C. CITY will collect all legally authorized taxes on behalf of COUNTY and deposit those taxes into CITY's operating account at CITY's depository bank. CITY will maintain a separate fund in CITY's accounting system to account for all COUNTY tax collections. Such fund will accrue interest for the benefit of COUNTY. Changes pertaining to the amount of such tax imposed shall be set by COUNTY. Any such change shall be forwarded to CITY by COUNTY within two weeks from any necessary action taken by the Commissioners Court. Implementation of the change by CITY shall not be required until the next full month following receipt of the change by CITY.

D. The Occupancy Tax Reporting Form to be utilized by hotels/motels is attached to this Addendum-9 as Attachment I. The Parties agree that the Occupancy Tax Reporting Form to be utilized by hotels/motels to report on taxes due is acceptable for use under this Addendum. Changes to this form shall require mutual consent, said consent not to be unreasonably withheld.

E. Nothing contained in this Addendum shall give COUNTY or its residents any claim to or equity in CITY buildings, equipment or other property now existing or acquired during this Agreement.

Section II Compensation

A. COUNTY shall pay CITY a sum equal to ½ of one percent of the gross Hotel Occupancy Tax (HOT) collections made under this Addendum in a calendar year. Payments shall be made on a monthly basis and shall be subtracted from the amount collected by CITY under Section I (C) of this Addendum.

B. All payment of taxes due to COUNTY shall be electronically transferred by the CITY no later than the 15th of each month to an account designated by the COUNTY Auditor. If the 15th day of the month falls on a federal holiday of weekend, the transfer will be made by the next business day.

C. No later than the fifteenth (15th) day of the subsequent month for which taxes were collected, CITY shall provide COUNTY with a monthly report which details gross collections, including collections made from each location, interest accrued thereon, applicable adjustments for credit card fees applicable to COUNTY's proportionate share of collections, and a summary of delinquencies collected, if any, and payments deducted under Section II (A) of this Addendum. The report shall be sent to COUNTY Arena Project Manager and COUNTY Auditor at the time taxes are transferred under Section II (D) of this Addendum. If the 15th day of the month falls on a federal holiday or a weekend, the report will be provided on the next business day.

Section III **Contact Persons**

A. COUNTY appoints COUNTY's Manager of Finance and its Auditor as its contact persons ("Contact Persons"). The Manager of Finance is Seth McCabe whose address is Paul Elizondo Tower, 101 W. Nueva St., Suite 900, San Antonio, Texas 78205 and email address is smccabe@bexar.org. The Auditor is Susan Yeatts whose street address is Paul Elizondo Tower, 101 W. Nueva St., Suite 800, San Antonio, Texas 78205 and email address is syeatts@bexar.org. COUNTY may change its Contact Person at any time and must provide CITY with written notice of the change pursuant to Article XVIII of the Agreement.

B. CITY appoints CITY's Director of Finance as its Contact Person with regard to the services to be performed herein. The email address of the Contact Person is troy.elliott@sanantonio.gov. CITY may change its Contact Person at any time and must provide COUNTY with written notice of the change pursuant to Article XVIII of the Agreement.

ATTACHMENT I



City of San Antonio Hotel Occupancy Tax Report City of San Antonio and Bexar County

Finance
Department

REPORTING PERIOD	REPORT DATE	SLEEPING ACCOMMODATIONS LOCATION
MONTH YEAR	DAY MONTH YEAR	<input type="checkbox"/> Located inside both the City of San Antonio and Bexar County <input type="checkbox"/> Located outside the City of San Antonio but inside Bexar County

Hotel Occupancy Tax Report and payment are due on or **before the 20th day of the month** following the Reporting Period above.

Print this form then enter the required information.
Instructions are noted below.

TRADE NAME, ADDRESS, & CONTACT INFORMATION	
TRADE NAME (DBA)	
OWNER NAME	
LOCATION ADDRESS	
MAILING ADDRESS	
CONTACT PERSON	TELEPHONE

HOTEL OCCUPANCY TAX CALCULATION		CITY OF SAN ANTONIO	BEXAR COUNTY
1. TOTAL ROOM RECEIPTS	\$		
2. LESS EXEMPT ROOM RECEIPTS	-		
3. TOTAL TAXABLE ROOM RECEIPTS (Line 1 minus Line 2)	=		
4. HOTEL OCCUPANCY TAX RATES		9.00%	1.75%
5. HOTEL OCCUPANCY TAX DUE (Line 3 multiplied by Line 4)	X		
6. PENALTY <small>Begins the first day of the second month following the reporting period (5%) (cannot be less than \$5.00). SEE INSTRUCTIONS ON NEXT PAGE.</small>			
7. INTEREST <small>Begins the second month following the reporting period at 9% per annum. SEE INSTRUCTIONS ON NEXT PAGE.</small>	+		
8. AMOUNTS DUE (Line 5 plus Line 6 and Line 7)	=		
9. TOTAL AMOUNT DUE AND PAYABLE TO THE CITY OF SAN ANTONIO	\$		

AFFIDAVIT (Pursuant to San Antonio City Code, Chapter 31, Article IV, Sec. 70)			
I declare that the information contained in this Hotel Occupancy Tax Report is accurate to the best of my knowledge and belief.			
DULY AUTHORIZED AGENT (Print Name)	TITLE	SIGNATURE	DATE

Instructions: 1. Complete this form entirely; 2. Sign the form in the designated location; 3. Mail the completed, signed form, along with your payment, OR 3a. FAX signed form, and call to make payment arrangements, OR 3b. Scan the completed, signed form and email it as an attachment, and call to make payment arrangements	Mailing Address: City of San Antonio Department of Finance Revenue Division P.O. Box 839975 San Antonio, TX 78283-3975 Phone/FAX: Telephone: 210-207-8677 FAX: 210-207-8676 Email: HotelMonthlyReport@sanantonio.gov
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City of San Antonio
Hotel Occupancy Tax Reporting Form Instructions

1. At the top left hand corner under "REPORTING PERIOD", enter Reporting Month and Year.
2. At the top left hand corner under "REPORT DATE" enter the Report Date.
3. Under "SLEEPING ACCOMODATIONS LOCATION", check the applicable box. Check the top box if you are located inside both the City of San Antonio and Bexar County, or check the bottom box if you are located outside the City of San Antonio but inside Bexar County.
4. Under "TRADE NAME, ADDRESS & CONTACT INFORMATION" enter the appropriate information.
5. Under "HOTEL OCCUPANCY TAX CALCULATION" enter for Total Room Receipts on Line 1 under the column titled "CITY OF SAN ANTONIO" and/or the column titled "BEXAR COUNTY", as applicable.
6. On Line 2, if applicable, enter Exempt Room Receipts for each column.
7. On Line 3, take Line 1 and subtract Line 2 for each column.
8. On Line 4, the appropriate Hotel Occupancy Tax rates are listed: City- 9% and County – 1.75%.
9. On Line 5, multiply Line 3 with Line 4 for each column.
10. On Line 6, fill in the applicable Penalty amount due. Reports that are not remitted timely, owe Penalty beginning the first day of the second month following the Reporting Period. Delinquent taxes accrue a five percent (5%) penalty. An additional five percent (5%) penalty accrues on the first day of the third month following the Reporting Period. The Penalty shall never be less than five dollars (\$5.00) for each Penalty.
11. On Line 7, fill in the applicable Interest amount due. Reports that are not remitted timely, owe Interest beginning the second month following the Reporting Period. Delinquent taxes accrue interest on the first day of each month at the rate of ten percent (10%) per annum or a monthly interest rate of 0.833%.
12. On Line 8, add Lines 5, 6, and 7 in each column for the Amounts Due for each entity.
13. On Line 9, add both columns to arrive at the Total Amount Due.
14. Review the information you have entered to assure it is correct. If you are in need of assistance, please call 210-207-8677 (Monday – Friday 7:45 a.m. – 4:30 p.m.).
15. Once you have reviewed and verified the information, remit your tax due and signed Hotel Occupancy Tax Report in either of the three options listed below:

- 1) FAX: (210) 207-8676
- 2) EMAIL: HotelMonthlyReport@sanantonio.gov
- 3) MAIL: City of San Antonio
Department of Finance
Revenue Division
P.O. Box 839975
San Antonio, Texas 78283-3975

GENERAL INSTRUCTIONS FOR REPORTING AND REMITTING HOTEL OCCUPANCY TAXES

See City of San Antonio Ordinances for Details.

WHO MUST FILE

Every person owning, operating, managing or controlling any hotel shall collect the tax imposed, complete a Hotel Occupancy Tax Report and remit both to the City Tax Collector. A Hotel Occupancy Tax Report must be filed for each calendar month or 30 days after the end of an alternative reporting period even if there are no Taxable Room Receipts.

WHEN TO FILE

Hotel Occupancy Tax Reports are considered timely if received by the twentieth (20) day after the end of the Reporting Period. Reports must be received on or before the last day of the calendar month following the Reporting Period or 30 days after the end of an alternate reporting period. Should the last day to file fall on a weekend or City of San Antonio official holiday, the report must be received no later than the next scheduled City workday.

HOTEL DEFINITION

The term shall include hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, trailer houses, trailer motels, parked railroad Pullman cars used for sleeping accommodations not involving the transportation of travelers, dormitories where bed space is rented, apartments not occupied by permanent residents, and all other facilities where rooms or sleeping facilities or space are furnished for consideration. The term hotel does not include hospitals, sanitariums or nursing homes.

REPORTING PERIOD

Reporting periods are regular calendar months of the year. Any alternate Reporting Period must be approved by the City's Finance Director upon written request by the hotel. Do not combine more than one month on a single form.

SLEEPING ACCOMMODATIONS LOCATION

The physical location of the hotel.

TOTAL ROOM RECEIPTS

All charges for sleeping accommodations including any sleeping accommodations claiming an exemption. Total Room Receipts includes items or services (other than personal services or the use of a telephone), that are furnished in connection with the occupancy of the room. Charges for pets, pet cleaning fees, rollaway beds, refrigerators and safe charges should be included. Revenue received from a Rewards Program should also be included in Total Room Receipts. If a hotel pays specifically into a Rewards Program, then receipts which exceed these payments are taxable and should be included in Total Room Receipts.

The following charges should not be included:

MAILING ADDRESS

City of San Antonio
Department of Finance
Revenue Division
P.O. Box 839975
San Antonio, TX 78283-3975

1. Receipts for sleeping accommodations rented for less than two dollars (\$2.00) per day;
2. Charges received from the use of meeting and/or banquet space.

EXEMPT ROOM RECEIPTS

Receipts for sleeping accommodations which qualify for an exemption. Exemptions granted by the City of San Antonio and Bexar County are listed below:

1. Permanent resident defined as an occupant who has fully prepaid for thirty (30) consecutive days for the exclusive right to occupy a particular sleeping room;
 2. Federal government employees traveling on government business (Texas Hotel Occupancy Tax Exemption Certificate required);
 3. Texas State employees who present a State Hotel Exemption Photo ID Card (Texas Hotel Occupancy Tax Exemption Certificate required);
 4. Foreign diplomats who present a tax exemption card issued by the U.S. Department of State, Office of Foreign Missions (Texas Hotel Occupancy Tax Exemption Certificate required);
 5. Electric cooperatives formed under the Electric Cooperative Corporation Act (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
 6. Telephone cooperatives formed under the Telephone Cooperative Act (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
 7. Housing Finance Corporations (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
 8. Housing Authorities (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
 9. Health Facilities Development Corporations engaged exclusively in the performance of charitable functions (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required); and
 10. Public Facility Corporations engaged exclusively in the performance of charitable functions (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required).
11. When on federal service, Texas National Guardsmen traveling on official business are exempt. Proof is a federal government ID or federal travel orders.
- Any individual or organization requesting an exemption from hotel occupancy taxes must provide a Texas Hotel Occupancy Tax Exemption Certificate (Texas Comptroller of Public Accounts, Form 12-302). Hotels are required to retain these certificates for not less than 4 years in order to validate exemptions claimed if audited.

NON EXEMPT ROOM RECEIPTS

Receipts for sleeping accommodations which do not qualify for an exemption are listed below:

1. Educational Organizations, including independent school districts, public or private colleges and universities; junior colleges, technical institutes and medical and dental schools of Texas and other states;
2. Religious Organizations formally organized and operated with the primary purpose of engaging in religious worship;
3. Charitable Organizations formed to alleviate poverty, disease, pain and suffering by providing food, medicine or other help to persons in need;
4. City and County employees.

TOTAL TAXABLE ROOM RECEIPTS

Calculated by subtracting Exempt Room Receipts from Total Room Receipts.

HOTEL OCCUPANCY TAX RATES

City of San Antonio - 9.00%
Bexar County - 1.75%

PENALTY CALCULATION

Beginning the first day of the second month following the Reporting Period, delinquent taxes accrue a five percent (5%) penalty. An additional five percent (5%) penalty accrues on the first day of the third month following the Reporting Period. The penalty shall never be less than five dollars (\$5.00) for each penalty.

INTEREST CALCULATION

Beginning the second month following the Reporting Period, delinquent taxes accrue interest on the first day of each month at the rate of ten percent (10%) per annum or a monthly interest rate of 0.833%.

AFFIDAVIT

The signature of the hotel's local manager or person in control of business operations shall sign a statement that the Hotel Occupancy Tax Report is accurate to the best of his/her knowledge and belief.

RECORDS

Each person required to collect Hotel Occupancy Tax must make their records available for inspection by the City's Finance Director or his designated representative at the hotel where the tax is collected. The City must have access to books and records to enable it to determine the correctness of any reports filed and the amount of taxes due to include any exemptions granted. Records must be retained for not less than 4 years.

SUIT TO ENJOIN HOTEL OPERATIONS

The City's Finance Director shall refer any account that has a delinquent balance older than sixty (60) days to the City Attorney for the purpose of filing a suit to enjoin the hotel owner, operator, manager or other person in control from operating any hotel until the tax is paid and/or report filed.

CONTACT INFORMATION

Telephone: 210-207-8677
FAX: 210-207-8676

REV: 12/2011

A-10 UNIFORM TRUANCY CASE MANAGEMENT PROGRAM

Article I **Jurisdiction**

- A. The COUNTY, through its constitutional county court and justice courts and the CITY, through its municipal court, are designated as truancy courts pursuant to Section 65.004, Texas Family Code, and have exclusive original jurisdiction over cases involving allegations of truant conduct. The constitutional county court, the justice courts and the municipal court also have jurisdiction for offenses filed under Section 25.093, Education Code (Parent Contributing to Nonattendance).
- B. The COUNTY and the CITY, in compliance with the Uniform Truancy Case Management Program approved by the County Judge on April 29, 2014, and by the City Manager on June 6, 2014, have determined that the CITY will administer and serve as the central point of filing for all referrals to truancy court under Section 25.0915, Education Code, all offenses charged under Section 25.093, Education Code, and all class C Misdemeanor offenses brought against juveniles, excluding traffic offenses and offenses outside the CITY'S jurisdiction.
- C. The COUNTY Justice of the Peace Liaison Judge and one or more justice courts, may preside over and dispose of juvenile cases in which municipal judges do not have geographical jurisdiction to ensure their timely resolution.

Article II **Juvenile Case Managers**

- A. The CITY will employ juvenile case managers in accordance with Art. 45.056, Code of Crim. Proc., to: assist the court in administering the court's juvenile docket; supervise the court's orders in juvenile cases; provide prevention services to a child considered at risk of entering the juvenile justice system; and provide intervention services to juveniles engaged in misconduct before offenses are filed.
- B. The CITY will collect court costs to be deposited into its Juvenile Case Manager Fund, which has been created and maintained pursuant to Arts. 102.0174 and 102.015, Code of Criminal Proc., to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager employed under Article 45.056. If there is money in the fund after those costs are paid, on approval by the employing court, a juvenile case manager may direct the remaining money to be used to implement programs directly related to the duties of the juvenile case manager, including juvenile alcohol and substance abuse programs,

educational and leadership programs, and any other projects designed to prevent or reduce the number of juvenile referrals to the court. The fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager. The COUNTY shall remit to the Comptroller's Office, in accordance with Art. 102.015(e)(2), fifty percent (50%) of the court costs the COUNTY justice court(s) collects pursuant to Art. 102.015. On a quarterly basis, the COUNTY will remit to the CITY for deposit in its Juvenile Case Manager Fund all funds deposited in COUNTY'S Juvenile Case Manager Fund collected pursuant to Arts. 102.0174 and 102.015, less the funds forwarded to the Comptroller's Office under Art. 102.015(e)(2). The CITY shall provide the COUNTY with documentation of the amount of the funds generated under Arts. 102.0174 and 102.015 within forty-five (45) days of the end of each fiscal year of this Addendum together with documentation of costs and expenses pertaining to the CITY'S Juvenile Case Manager Program under Art. 45.056, Code of Criminal Proc. The CITY will also provide the COUNTY with a copy of its annual audit as it pertains to the revenues generated, and the costs and expenses paid, for the CITY'S administration of the Juvenile Case Manager Program.

- C. The COUNTY'S total consideration for the CITY'S administration of the Juvenile Case Management Program is: (i) remitting, on a quarterly basis, to CITY for deposit in its Juvenile Case Manager Fund those fees collected pursuant to Arts. 102.0174 and 102.015, less the fifty percent (50%) of fees collected under Art. 102.015 that the COUNTY forwards to the Comptroller's Office; (ii) COUNTY'S development, implementation, and maintenance of web-based case management software and interface(s) for utilization by independent school districts, charter districts, and CITY if the entity(ies) elects to electronically file offenses under Article I; and (iii) the benefit to the CITY of having a Justice of the Peace Liaison Judge available, as needed, to hear and adjudicate the juvenile offenses set out in Article I.

Article III

Centralized Filing

- A. The COUNTY and the CITY agree that all offenses accepted for intake enumerated in Article I above shall be filed and administered by the CITY which is to serve as the centralized filing point. City will provide access, as needed, to its systems solely to allow COUNTY Justice of the Peace Judges to hear and adjudicate juvenile cases pursuant to this Addendum, as enumerated in Article I.
- B. The COUNTY shall make available and maintain its web-based case management system for use by independent school districts, charter school districts and the CITY if the entity(ies) elect to electronically file offenses under Article I C. CITY will provide juvenile case managers, administrative

staff and other resources to manage offenses filed through the CITY acting as the central point of filing.

Article IV

Administration of Uniform Truancy Program

- A. COUNTY'S justice of the peace judges and the CITY'S municipal court judges will preside over cases using guidelines established as part of the Juvenile Case Management Program.
- B. The Presiding Judge of the CITY'S municipal court will administer the uniform case management program and assign judges as needed to hear and preside over cases.
- C. In cases in which the municipal court judges do not have geographical jurisdiction, the COUNTY shall designate a COUNTY Justice of the Peace Truancy Court Liaison Judge to assist in hearing truancy/juvenile matters, as needed, and other justice of the peace judges, to ensure timely resolution of those cases.

Article V

Incorporation of Terms of Agreement

- A. The terms of the Master Interlocal Agreement between City of San Antonio and Bexar County which commenced on October 1, 2013 ("Master ILA"), are automatically incorporated into this Addendum upon approval of this Addendum by the respective governing bodies of the CITY and COUNTY.