

**SECOND AMENDMENT TO THE
AMENDMENT AND RESTATEMENT OF MASTER INTERLOCAL
AGREEMENT BETWEEN
CITY OF SAN ANTONIO AND BEXAR COUNTY**

This Second Amendment to the Amendment and Restatement of Master Interlocal Agreement between the City of San Antonio and Bexar County (the “**Second Amendment**”) is made and entered into by and between the City of San Antonio (“**CITY**”), a Texas Home Rule Municipality, and the County of Bexar (“**COUNTY**”), a political subdivision of the State of Texas.

CITY and COUNTY may collectively be referred to herein as the “**Parties**,” and singularly as a “**Party**.” This Second Amendment is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, as set forth in Texas Gov’t Code, Chapter 791, *et.seq.*

WITNESSETH

WHEREAS, the CITY and COUNTY previously entered into a Master Interlocal Agreement dated as of September 11, 2018 which included Addenda A-1, A-2, A-3, A-4, A-5, A-6, and A-7, as such may have been subsequently modified from time to time (collectively, the “**Master ILA**”); and

WHEREAS, on June 4, 2019, the Parties entered into an Amendment and Restatement of Master Interlocal Agreement which amended and replaced the Master ILA, by adding three (3) new addendums (i.e., A-8, A-9, and A-10), while retaining Addenda A-1, A-2, A-3, A-4, A-5, A-6, and A-7 without change (collectively, the “**A&R Master ILA**”); and

WHEREAS, on October 15, 2019, the Parties entered into the First Amendment to the Amendment and Restatement of Master Interlocal Agreement which revised the A&R Master ILA by amending an existing addendum (i.e., A-5) and adding one (1) new addendum (i.e., A-11) (collectively, the “**First Amendment**”); and

WHEREAS, during the Texas 86th Legislative Session (2019 Regular), the Texas Legislature passed, and the governor signed, House Bill 914 which amended portions of Chapter 2001, *Texas Occupations Code*, that generally pertains to the regulation of bingo games and now requires, pursuant to Section 2001.502(b)(1), *Texas Occupation Code*, bingo operators which are operating a bingo establishment within a particular Texas municipality or county to pay the requisite bingo cash prize fees (i.e, the “**Cash Prize Fee**”) directly to that particular municipality or county, provided that the governing body of such municipality and county voted to impose the applicable Prize Fee identified in Section 2001.502(a)(1), *Texas Occupation Code*, before November 1, 2019 (the “**New Bingo Law**”); and

WHEREAS, the governing bodies of CITY and COUNTY each voted to impose such a Cash Prize Fee before November 1, 2019; and

WHEREAS, in response to the passage and implementation of the New Bingo Law, CITY and COUNTY need to collect such Cash Prize Fees directly from bingo operators which are operating within their respective jurisdiction; and

WHEREAS, the governing bodies of CITY and COUNTY believe it is in the best interest of the Parties for each to (a) continue to perform and provide the services described in Addenda A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, and A-11 to the A&R Master ILA and (b) add and adhere to the provisions contained in Addendum A-12, a copy of which is attached to and made a part of this Second Amendment, which details the responsibilities for the collection of COUNTY's Cash Prize Fees in accordance with the New Bingo Law,.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DOCUMENT INCORPORATED AS ADDENDA

- 1.01 A copy of Addendum A-12, which sets forth the responsibilities for the collection of the COUNTY's Cash Prize Fees by CITY as mandated under the New Bingo Law, is attached to this Second Amendment and made a part of the A&R Master ILA as of the effective date of this Second Amendment.

ARTICLE II
MULTIPLE COUNTERPARTS

- 2.01 This Second Amendment may be executed in several counterparts by the Parties and each counterpart, when so executed and delivered, shall constitute an original instrument and each such separate counterpart shall constitute one instrument.

ARTICLE III
OTHER TERMS AND CONDITIONS

- 3.01 Except as modified herein, all other terms, conditions, and provisions contained in the A&R Master ILA and First Amendment shall remain in full force and effect and unabated.

{ The remainder of this page shall remain blank. }

COUNTY OF BEXAR

NELSON W. WOLFF

County Judge

APPROVED AS TO LEGAL FORM ONLY:

PAUL JACKSON

Assistant Criminal District Attorney -
Civil Section

APPROVED AS TO FINANCIAL CONTENT ONLY:

LEO CALDERA, CIA, CGAP

County Auditor

DAVID SMITH

County Manager

CITY OF SAN ANTONIO, TEXAS

ERIK WALSH

City Manager

ATTEST:

LETICIA VACEK

City Clerk

APPROVED AS TO LEGAL FORM:

ANDY SEGOVIA

City Attorney

DRAFT

A-12 BINGO (CASH PRIZE) FEE COLLECTION SERVICES

Section I **Services**

- A. As more fully set forth below, CITY shall provide bingo fee (i.e., “**Cash Prize Fee**”) collection services for the bingo operators which are operating a bingo establishment located within the COUNTY in accordance with applicable Texas law, such area of coverage to include: (1) CITY’s incorporated limits, (2) all unincorporated areas of the COUNTY, and (3) the incorporated limits of any other municipality located within COUNTY (collectively, the “**Covered Areas**”). In connection with such collection services, CITY shall use the list of such then-current bingo operators which are listed on the State of Texas’ Charitable Bingo website (<https://www.txbingo.org/export/sites/bingo/index.html>) (collectively, the “**Cash Prize Fee Collection Services**”). The list may be updated periodically by the appropriate Texas government or regulatory authorities as they add to or delete from the list of licensed bingo operators (collectively, the “**Bingo Operators**”).
- B. COUNTY authorizes and designates CITY as its Cash Prize Fee collector for the Cash Prize Fee Collection Services from all Bingo Operators operating within the Covered Areas as set out under this Addendum. COUNTY further authorizes CITY, its employees, officials and agents to perform any and all such Cash Prize Fee Collection Services which (1) the CITY, its employees, officials and agents determine necessary and proper in order to accomplish the services agreed to be performed by CITY, and (2) are permitted or authorized under applicable Texas law.
- C. CITY will collect all legally authorized Cash Prize Fees (which shall include any late filing fees and interest due) from all Bingo Operators operating within the Covered Areas on behalf of COUNTY and promptly deposit those fees 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 Cash Prize Fee collections covered by this Addendum. Such fund will accrue interest at the maximum, non-usurious interest rate allowed by applicable Texas law, for the benefit of COUNTY. Any changes pertaining to the amount of such Cash Prize Fees imposed shall be set by the appropriate Texas government or regulatory authorities or COUNTY. Any such change shall be forwarded to CITY by COUNTY after any necessary action made by such authorities or taken by the Bexar County Commissioners Court. Implementation of the change by CITY shall follow any applicable Texas legislative mandate or Commissioners Court directive.
- D. Nothing contained in this Addendum shall give either COUNTY or any of its residents or taxpayers any claim to or equity in CITY buildings, equipment or other property now existing or acquired during the term of the Agreement to which this Addendum is attached and made a part of.

Section II **Compensation**

- A. Provided that CITY performs the Cash Prize Fee Collection Services from all Bingo Operators operating within the Covered Areas (1) as set out under this Addendum, and (2)(a) in accordance with all applicable Texas laws, rules, and regulations, and (b) applicable CITY ordinances, COUNTY shall pay CITY a sum equal to 0.65% of the gross Cash Prize Fees and late filing fees actually collected by CITY and transferred to/received by COUNTY pursuant to this Addendum. Payments shall be made on a quarterly basis as directed under Section II.B, below, and shall be subtracted from the amount collected by CITY under Section I (C) of this Addendum.
- B. The payment of all Cash Prize Fees, pursuant to this Addendum shall be electronically transferred by CITY to COUNTY's designated account or accounts no later than 20 days after each quarterly due date set out by the State of Texas, currently April 25, July 25, October 25 and January 25. If the due date falls on a holiday or weekend, the transfer will be made by the next business day.
- C. No later than 20 days after each quarterly due date set out by the State of Texas, currently April 25, July 25, October 25 and January 25 for which Cash Prize Fees were collected, CITY shall provide COUNTY with a report which details gross collections, 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 include a list of all Bingo Operators operating within the Covered Areas which are subject to the Cash Prize Fee Collection Services and their corresponding Cash Prize Fee payments. The report shall also identify those Bingo Operators that failed to pay their necessary Cash Prize Fees for the corresponding quarter.

Section III **Contact Persons**

- A. COUNTY appoints COUNTY's Auditor as its contact person ("Contact Person"). The Auditor is Leo S. Caldera whose street address is Paul Elizondo Tower, 101 West Nueva, Suite 800, San Antonio, Texas 78205 and email address is lcaldera@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 Financial Officer as its Contact Person with regard to the services to be performed herein. The Deputy Chief Financial Officer is Troy Elliott whose address is Finance Department, P.O. Box 839966, San Antonio, Texas 78283-3966. 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.