

AN ORDINANCE

2015-12-03-1025

**AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF
SAN ANTONIO AND BEXAR COUNTY TO ALLOW THE COUNTY TO
INSTALL FIBER OPTIC CABLE, CONDUIT, AND OTHER FACILITIES
UNDER CITY RIGHTS-OF-WAY BETWEEN DESIGNATED COUNTY
FACILITIES.**

* * * * *

WHEREAS, Bexar County ("County") has a need to increase broadband capacity to meet the growing demands of County agencies for data and communications services in order to more efficiently conduct the daily business of County government; and

WHEREAS, the County desires to install conduit, fiber optic cable and other facilities in City Rights-of-Way to meet its broadband needs; and

WHEREAS, City Staff has worked with the County and has developed a license agreement that will allow the County to increase its broadband capacity between two designated County facilities; and

WHEREAS, the proposed License Agreement will allow the County to install fiber optic cable, conduit, and other facilities under the City's Rights-of-Way between the County's Adult Detention Center located at 200 N. Comal Street and the County's Video Visitation and Re-Entry Center located at 222 S. Comal Street; and

WHEREAS, the proposed License Agreement will have a ten (10) year term; and

WHEREAS, the City's and County's respective rights, duties and obligations are set forth in the proposed License Agreement; **NOW THEREFORE**:

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

SECTION 1. The terms and conditions of the License Agreement with Bexar County for the installation of fiber optic cable, conduit, and other facilities under the City's Rights-of-Way between the County's Adult Detention Center located at 200 N. Comal Street and the County's Video Visitation and Re-Entry Center located at 222 S. Comal Street are hereby approved.

SECTION 2. The City Manager or her designee is authorized to execute the License Agreement, a copy of which, in substantially final form is set out in **Exhibit A**. This License Agreement must be executed by all parties within 45 days of signing of this Ordinance; otherwise, the License Agreement must be considered through a subsequent Ordinance.

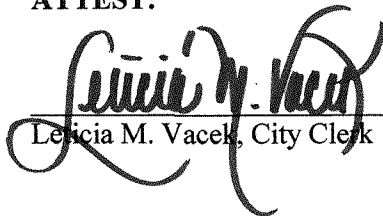
SECTION 3. The City's Chief Technology or his designee is authorized to take all actions necessary for the consummation of the transaction pursuant to the terms of the License Agreement.

SECTION 4. This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes of the City Council. If less than eight (8) affirmative votes are received, then this Ordinance shall be effective ten (10) days after passage.

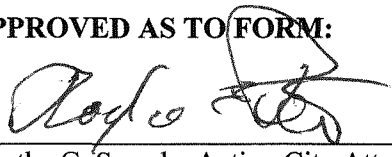
PASSED AND APPROVED this 3rd day of December, 2015.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


For; Martha G. Sepeda, Acting City Attorney

Agenda Item:	23 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 14C, 14D, 16, 19, 20, 23, 25, 26)						
Date:	12/03/2015						
Time:	09:20:46 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a License Agreement between the City of San Antonio and Bexar County to allow the County to install fiber optic cable, conduit, and other facilities in City rights-of-way between designated County facilities. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Director, Information Technology Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit A

**INTERLOCAL LICENSE AGREEMENT BETWEEN THE
CITY OF SAN ANTONIO AND BEXAR COUNTY, TEXAS
FOR A NON EXCLUSIVE LICENSE
TO INSTALL CONDUIT AND FIBER OPTIC FACILITIES IN CITY RIGHTS-
OF-WAY TO CONNECT TWO COUNTY BUILDINGS**

This Interlocal License Agreement (the "License Agreement") is made by and between the **CITY OF SAN ANTONIO, TEXAS** (hereafter referred to as "CITY"), a Texas Municipal Corporation and a political subdivision of the State of Texas, acting by and through its City Manager pursuant to Ordinance No. _____, passed and approved by the City Council on December 3, 2015, and **BEXAR COUNTY**, a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by Bexar County Commissioners Court on December _____, 2015 (hereafter referred to as the "COUNTY"). The CITY and the COUNTY may hereinafter be referred to individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the COUNTY has a need to increase broadband capacity to meet the growing demands of COUNTY agencies for data and communications services in order to more efficiently conduct the daily business of COUNTY government; and

WHEREAS, the COUNTY desires to install Conduit, Fiber Optic Cable and other Facilities in the CITY's rights-of-way to meet its broadband needs; and

WHEREAS, this License Agreement will allow COUNTY to install Fiber Optic Cable, Conduit, and other Facilities between two (2) COUNTY-designated facilities using the CITY's rights-of-way; and

WHEREAS, the Parties' respective rights, duties and obligations are hereby set forth in this License Agreement.

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

For purposes of this License Agreement, the following terms shall have the same meanings herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

- (a) "Applicable Municipal Codes" means, collectively, the applicable provisions contained in (i) Chapter 29 of the CITY's Code of Ordinances as amended from time to time by City Ordinance, and (ii) Chapter 37 of the CITY's Code of Ordinances, as amended from time to time by City Ordinance.
- (b) "Conduit" means the medium that holds Fiber Optic Cable.

- (c) "Excavation Manual" means the Utility Excavation Criteria Manual approved by the Director of Public Works on April 2, 2001, as amended from time to time.
- (d) "Facilities" means any and all of the COUNTY's ducts, spaces, manholes, poles, conduits, fiber optic cables, repeaters, power sources, underground and overhead passageways, and other equipment, structures, plant, and appurtenances located within the CITY's rights-of-way.
- (e) "Fiber Optic Cable" means cable consisting of bundles of glass threads that transmit digital information through the modulation of light waves.

SECTION 2. GRANTING CLAUSE

- (a) The CITY hereby grants the COUNTY a non-exclusive license to use and occupy the rights-of-way listed and shown in **Exhibit "A"** to erect, install, construct, replace, reconstruct, protect, upgrade, remove, operate, and maintain Conduit, Fiber Optic Cable, and other Facilities under the CITY's rights-of-way between the COUNTY's Adult Detention Center located at 200 N. Comal Street, San Antonio, Texas 78207, and the COUNTY's Video Visitation and Re-Entry Center located at 222 S. Comal Street, San Antonio, Texas (collectively, the "COUNTY Buildings"). A copy of **Exhibit "A"** is attached to this License Agreement and made a part hereof for all purposes.

SECTION 3. CONSTRUCTION WORK-REGULATION BY CITY

- (a) All construction, excavation, and placement of Facilities in the CITY's rights-of-way are subject to regulation under the applicable provisions contained in Chapter 29 of the CITY's Code of Ordinances and the Excavation Manual, and the COUNTY shall be required to obtain construction permits from the CITY's Right-of-Way Management Department in order to install, construct, and maintain Conduit, Fiber Optic Cable, and other Facilities in the CITY's rights-of-way, including paying the appropriate permitting fees.
- (b) For the purposes of this Licensing Agreement, the COUNTY asserts that it is not a "certificated telecommunications provider", but merely a "governmental petitioner" as set forth under Section 37-2(r) contained in Chapter 37 of CITY's Code of Ordinances.

SECTION 4. TERM

- (a) The License term and the rights, privilege and authority hereby granted shall be in force and effect for a term beginning upon final execution of this License Agreement by both Parties, and shall continue in effect for a term of ten (10) years.
- (b) The "Effective Date" of this License Agreement means the latest date on which this License Agreement is signed by both Parties following approval of the License Agreement by an ordinance of the San Antonio City Council.

SECTION 5. COMPENSATION FOR USE OF RIGHT-OF-WAY

- (a) For and in consideration of the license and other rights granted to the COUNTY herein by the CITY, the COUNTY shall install and convey to the CITY one (1), four-inch (4") Conduit along the same route where the COUNTY-designated facilities are installed under the terms of this License Agreement. The Conduit installed and conveyed to the CITY shall be substantially the same to the Conduit the COUNTY installs for its use pursuant to this License Agreement.
- (b) The Conduit to be conveyed pursuant to Section 5(a), herein, shall be the CITY's property to be used as the CITY determines, and the COUNTY shall have no right to reclaim such Conduit.
- (c) Once conveyed, the CITY shall be responsible for all operation and maintenance of such Conduit at its sole cost, risk, and expense.

SECTION 6. INDEMNITY

The COUNTY and the CITY acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. The COUNTY and CITY shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this License Agreement.

The provisions of this Section are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other government body, person or legal entity.

SECTION 7. INSURANCE REQUIREMENTS

The COUNTY and the CITY each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their applicable statutory obligations to each Party's employees.

With respect to the COUNTY and CITY, it is the stated policy of both entities not to acquire commercial general liability insurance for torts committed by employees of the governmental subdivision who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the COUNTY and CITY under this chapter is limited to monetary damages in the stated amounts for bodily injury or death of any individual, or for the loss or destruction of, or damage to, any property. Employees of the COUNTY and CITY are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

SECTION 8. ADMINISTRATION OF LICENSE

- (a) The City Manager or her designee is the principal CITY officer responsible for the administration of this License Agreement.
- (b) The COUNTY shall coordinate with the CITY's Right-of-Way Director all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Conduit, Fiber Optic Cable, and other Facilities.
- (c) Notices required by this License Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to CITY shall be delivered as follows:

Director of Capital Improvements	City Attorney's Office
Management Services	City of San Antonio
Department	P.O. Box 839933
City of San Antonio	San Antonio, Texas 78283-3933
P.O. Box 839966	(210) 207-7253
San Antonio, Texas 78204	
(210) 207-8140	

Until any such change is made, notices to the COUNTY shall be delivered as follows:

Bexar County Commissioners Court
Paul Elizondo Tower
101 W. Nueva, 10 th Floor
San Antonio, Texas 78205
Attn: Bexar County Judge
With a copy to:
Bexar County Chief Information Officer
203 W. Nueva
San Antonio, Texas 78207

SECTION 9. ASSIGNMENT OF LICENSE AGREEMENT

The rights granted by this License Agreement inure to the benefit of the COUNTY and shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise by force or involuntary sale, without the written consent of the CITY, approved by passage of an ordinance. For the purposes of this Section, any such assignment, transfer, sale, disposal, merger or consolidation shall exclude an assignment or transfer to entities that control, are controlled by, or are under common control with the COUNTY. Any such consent by the

CITY shall not be unreasonably withheld or delayed.

SECTION 10. VENUE AND GOVERNING LAW

- (a) **VENUE OF ANY COURT ACTION BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS LICENSE AGREEMENT SHALL BE IN BEXAR COUNTY, TEXAS. THE PROVISIONS OF THIS LICENSE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN BEXAR COUNTY, TEXAS.**
- (b) This License Agreement shall be construed in accordance with the applicable provisions of the CITY Charter and Municipal Codes in effect on the date of passage of this License Agreement, and as may be subsequently amended, to the extent that such Charter and Codes are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas.

SECTION 11. SEVERABILITY

If any clause or provision of the License Agreement is held by any court having jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this License Agreement, then and in that event it is the intention of the Parties hereto that the remainder of this License Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this License Agreement that is held by any court having jurisdiction to be illegal, invalid, or unenforceable, there be added as part of this License Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

SECTION 12. AUTHORITY

The signer of this License Agreement for the COUNTY hereby represents and warrants that he or she has full authority to execute this License Agreement on behalf of the COUNTY. The signer of this License Agreement for the CITY hereby represents and warrants that he or she has full authority to execute this License Agreement on behalf of the CITY.

SECTION 13. NON-WAIVER OF RIGHTS

By entering this License Agreement, neither the CITY nor the COUNTY has waived any rights they may have under applicable state and federal law pertaining to the provision of telecommunications services.

SECTION 14. COUNTERPARTS

The Parties may execute this License Agreement in separate counterparts hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate counterparts will constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THE EFFECTIVE DATE OF THIS LICENSE AGREEMENT.

SECTION 15. ENTIRE AGREEMENT

This License Agreement, with attached Exhibit A, constitutes the entire agreement and understanding between the Parties, and supersedes all other and prior offers, negotiations and other agreements, with respect to the subject matter contained herein. This License Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this License Agreement must be in writing, executed by both Parties, and by the San Antonio City Council.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

Hugh Miller
Chief Technology Officer

APPROVED AS TO FORM

Martha G. Sepeda, Acting City Attorney

COUNTY OF BEXAR

NELSON W. WOLFF
County Judge

Attest:

GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

Paul E. Jackson
Bexar County Assistant Criminal
District Attorney-Civil Division

APPROVED AS TO FINANCIAL CONTENT:

SUSAN YEATTS
County Auditor

Dan Curry
Director, Facilities Management

DAVID SMITH
County Manager

EXHIBIT "A"
DESCRIPTION OF RIGHTS-OF-WAY

N. SALADO STREET NORTH OF VL COMMERCE IS A PRIVATE ROAD. CONTRACTOR TO COORDINATE PRIVATE ROAD CLOSURE WITH COUNTY JAIL PERSONNEL FOR INMATE DROP-OFF. INSTALL FIBER OPTIC CONDUIT AND PATCH PAVEMENT ON THIS BLOCK.

CLOSE W. CONNER ST FROM N. MEDINA STREET TO N. GOMAL STREET (WEST BOUND). INSTALL FIBER OPTIC CONDUIT AND PATCH PAVEMENT ON THIS BLOCK.

CLOSE W. COMMERCE STREET FROM N. MEDINA STREET TO N. COMAL STREET (EAST BOUND). INSTALL FIBER OPTIC CONDUIT AND PATCH PAVEMENT ON THIS BLOCK.

CLOSE N. SALADO STREET FROM BUENA VISTA STREET TO W. COMMERCE STREET INSTALL FIBER OPTIC CONDUIT AND PATCH PAVEMENT ON THIS BLOCK.

CLOSE BUENA VISTA STREET FROM N. CONAL STREET TO N. MECOMA STREET. INSTALL FIBER OPTIC CONDUIT AND PATCH PAVEMENT ON THIS BLOCK.

CONTRACTOR SHALL INSTALL FIBER OPTIC CABLE FROM BUILDING B USING NEW CONDUIT PATHWAY TO BUILDING A. CONTRACTOR TO COORDINATE WITH BEAR COUNTY FOR ACCESS TO BUILDING. CONTRACTOR SHALL TERMINATE FIBER OPTIC CABLE AND TEST PER SPECIFICATIONS.

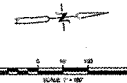
* CONTRACTOR TO PERFORM WORK ON W. COMMERCE STREET ON WEEKENDS AND/OR AT NIGHT.

 REMOVE HAND HOLES DATE: 12.23.14

PREPARED BY:

BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
7073 San Pedro Avenue
San Antonio, Texas 78216
210/494-7223

TEPE Registration No. F-1712
TSPS Registration No. 10020900



**DURAND-HOLLIS RUPPEL
ARCHITECTS, INC.**
14603 HUEBNER ROAD
BUILDING 18
SAN ANTONIO,
TEXAS 78230
TEL. 210.308.0080
FAX 210.657.3309
eMAIL info@durand-hollis.com
WEB www.durand-hollis.com

REVISED ISSUE DATES	
44-10348-15	1965
44-10348-16	1966
44-10348-17	1967

BEXAR COUNTY
MADC CAMPUS - VIDEO VISITATION
200 COMAL
SAN ANTONIO, TEXAS 78207

CONDUIT PHASING
PLAN

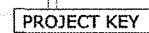


10/13/16

[illegible]

PROJECT NO. 14-0
ISSUE DATE: 12/23/
DRAWN BY: M
REVIEWED BY: M
PROJECT ARCHITECT:
GABRIEL DURAND-HOLMES, PA
TEXAS LICENSE NO. 10861

C-1.00

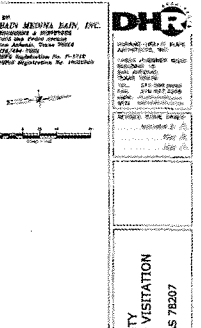


- GENERAL NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

CONTRACTOR'S

Item	Quantity	Unit	Amount
1. CONCRETE	1000	CU YD	1000
2. REINFORCING BARS	1000	LB	1000
3. FORMWORK	1000	SQ YD	1000
4. LABOR	1000	HOUR	1000
5. MATERIALS	1000	CU YD	1000
6. TRANSPORTATION	1000	CU YD	1000
7. UTILITIES	1000	CU YD	1000
8. EROSION CONTROL	1000	CU YD	1000
9. INSURANCE	1000	CU YD	1000
10. TAXES	1000	CU YD	1000
11. PERMITS	1000	CU YD	1000
12. OTHER	1000	CU YD	1000
13. TOTAL	1000	CU YD	1000

- LEGEND:**
- 1. CONCRETE
 - 2. REINFORCING BARS
 - 3. FORMWORK
 - 4. LABOR
 - 5. MATERIALS
 - 6. TRANSPORTATION
 - 7. UTILITIES
 - 8. EROSION CONTROL
 - 9. INSURANCE
 - 10. TAXES
 - 11. PERMITS
 - 12. OTHER
 - 13. TOTAL



BEXAR COUNTY

ADC CAMPUS - VIDEO VISITATION

200 COMAL STREET, SAN ANTONIO, TEXAS 78207

PROJECT NUMBER: 12345

DATE: 12/15/2023

PROJECT KEY:

PROJECT: BEXAR COUNTY ADC CAMPUS - VIDEO VISITATION

200 COMAL STREET, SAN ANTONIO, TEXAS 78207