

**ORDINANCE 2019-05-02-0361**

**AUTHORIZING AN AMENDMENT AND RESTATEMENT OF THE MASTER INTERLOCAL AGREEMENT WITH BEXAR COUNTY TO ADD NEW ADDENDA TO THE INTERLOCAL AGREEMENT RELATED TO INCLUDE THE FOLLOWING SERVICES FIRE SERVICES AND INSPECTIONS, FOOD SERVICES AND PERMITTING, AND MAGISTRATION SERVICES.**

\* \* \* \* \*

**WHEREAS**, in the interest of efficiency and effective provision of services, for years the City and Bexar County ("County") have entered into interlocal agreements related to numerous services; and

**WHEREAS**, through Ordinance No. 2018-12-13-1025, City Council authorized the execution of a one-year Master Interlocal ("Agreement") with Bexar County for Cooperative Purchasing, Crime Lab, Hotel Occupancy Tax Collection, Jury Pool, Library, Platting, and the Truancy Case Management Program, with four one-year extensions; and

**WHEREAS**, the City would like to amend the Agreement to add new addenda related to include the following services: 1) Fire Services and Inspections; 2) Food Services and Permitting, and 3) Magistration; and

**WHEREAS**, this proposed amendment of the Agreement continues the practice of consolidating interlocal agreements between the City and County for Services into one document; **NOW THEREFORE:**

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

**SECTION 1.** The terms and conditions of the Amendment and Restatement of the Master Interlocal Agreement with Bexar County, are authorized and approved. The City Manager or designee is authorized to execute the Agreement. A copy of the Agreement in substantially final form, is attached and incorporated in this Ordinance for all purposes as **Exhibit A**.

**SECTION 2.** Funds generated by this Ordinance will be deposited and appropriated as part of the Fiscal Year 2019 Budget.

**SECTION 3.** Funding for this Ordinance has been appropriated as part of the Fiscal Year 2019 Budget.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

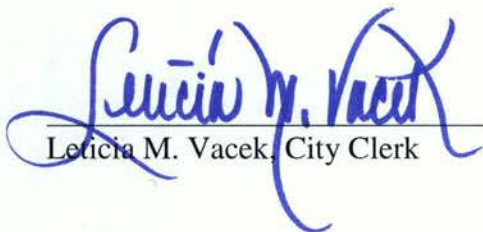
Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.


**PASSED AND APPROVED** this 2<sup>nd</sup> day of May, 2019.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>20</b>						
<b>Date:</b>	05/02/2019						
<b>Time:</b>	10:09:25 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance amending the Interlocal Agreement with Bexar County relating to the provision of government services. [Carlos Contreras, Assistant City Manager; Jeff Coyle, Director, Government and Public Affairs]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6	x					
Ana E. Sandoval	District 7		x			x	
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10	x					

# EXHIBIT A



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

This Amendment and Restatement of the Master Interlocal Agreement Between City of San Antonio and Bexar County (the "**Agreement**") 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 as the "**Parties**," and singularly as a "**Party**." This Agreement is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov't Code 791 *et.seq.*

**WITNESSETH**

**WHEREAS**, for decades CITY and COUNTY have entered into interlocal agreements through which the Parties provide services to each other; and

**WHEREAS**, as the Parties desire to simplify the monitoring and oversight of these various agreements, CITY and COUNTY desire to incorporate them into one master agreement; and

**WHEREAS**, the governing bodies of CITY and COUNTY believe it is in the best interest of the Parties for each to continue to provide the services in the existing interlocal agreements under general terms set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

1.01 The purpose of this Agreement is to set forth general terms under which the Parties will operate in order to provide the services to one another. It is the intention of the Parties that this Agreement will provide a mechanism through which the Parties can more efficiently manage the services each Party provides to the other without having to re-negotiate the basic terms and conditions contained herein. While this Agreement is intended to set out the general terms which will apply to all agreements between the Parties, the specific terms and conditions for the provision of a service by one Party to the other shall be governed by negotiated and agreed-upon terms set forth in each addendum to this Agreement ("**Addendum**").

**ARTICLE II  
DESIGNATED REPRESENTATIVES**

2.01 COUNTY appoints the Chief of Staff to the County Manager as its designated representative ("**COUNTY Designated Representative**"). Additionally, COUNTY designates each individual named in the attached Addenda as the contact person for the services provided



under the respective Addendum. COUNTY may change its designated representative or any of its contact persons at any time but must provide CITY with written notice of the change pursuant to Article XVIII.

2.02 CITY appoints its Director of Intergovernmental Relations as its designated representative ("**CITY Designated Representative**"). Additionally, CITY designates each individual named in the attached Addenda as the contact person for the services provided under that respective Addendum. CITY may change its designated representative or any of its contact persons at any time but must provide COUNTY with written notice of the change pursuant to Article XVIII.

### **ARTICLE III** **AGREEMENT STRUCTURE**

3.01 The execution of this Agreement by the Parties creates a set of agreed-upon provisions which will be incorporated into each Addendum. Each Addendum shall describe the type of services to be performed by a Party on behalf of the other Party ("**Service**") and will detail the specific terms and conditions applicable to the provision of that Service. Once a specific Addendum is incorporated hereunder, or executed hereafter, pursuant to the terms of this Agreement, the terms and conditions of that Addendum will supersede the provisions of this Agreement to the extent of any conflict. This Agreement shall supersede any existing interlocal agreements between the Parties covering the same subject matter, except as otherwise provided in this Agreement.

### **ARTICLE IV** **TERM**

4.01 The term of this Agreement is for one year, commencing on October 1, 2018 and terminating on September 30, 2019 (the "**Initial Term**"). Except as provided for in Section 4.02, below, upon expiration of the Initial Term, the Parties may renew the Agreement for four (4) additional one-year terms (each, a "**Renewal Term**"), and each Renewal Term period shall begin automatically upon the expiration of the prior Initial Term or Renewal Term, whichever is applicable, unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement at least one hundred-twenty (120) days prior to the expiration of such term; *provided, however*, notwithstanding anything to contrary either stated or implied in this Agreement, the term for all services described in Addendum A-5 shall terminate automatically at the end of the Initial Term.

4.02 Additionally, the Parties previously entered into that certain "Second Amendment to Addendum A-5, Library Services, of the Master ILA Between Bexar County and the City of San Antonio" which was dated to be effective as of October 1, 2015 and recorded in Volume 1003, Pages 764 – 768, of the Official Records for Bexar County, Texas, and authorized and approved by the City Council through the passage of Ordinance No. 2015-05-07-0377, (the "**Second Addendum A-5 Amendment**"). The Second Addendum A-5 Amendment was executed and incorporated by reference into that certain "Master Interlocal Agreement Between Bexar County and the City of San Antonio" which had a commencement date of October 1, 2013, as such



document or any of its Addendums was subsequently amended from time to time either (collectively, the “**Prior Master ILA**”).

Under the terms of the Second Addendum A-5 Amendment, the services to be performed or provided as contemplated under Addendum A-5 to the Prior Master ILA were set to expire automatically on September 30, 2019. However, the Parties mutually agree to terminate the Second Addendum A-5 Amendment, in its entirety, as of the effective date of this Agreement. Notwithstanding the provisions contained in Section 4.01 of this Agreement, the term for Addendum A-5 to this Agreement, a copy of which attached to and made a part hereof, shall commence as of October 1, 2018 and expire automatically on September 30, 2019.

4.03 This Agreement shall terminate in the event sufficient funds are not appropriated by the Bexar County Commissioners Court to meet COUNTY’s fiscal obligations herein, or if sufficient funds are not appropriated by the San Antonio City Council to meet CITY’s obligations under this Agreement during any fiscal year. In such event, each Party agrees to give the other Party sixty (60) days’ written notice prior to such termination.

## **ARTICLE V**

### **SERVICE LEVELS**

5.01 Each Party represents and warrants that all Services will be performed in a professional manner by qualified personnel who possess the necessary skills and expertise to perform the specific Service in accordance with the terms of this Agreement, the Addendum, and applicable law.

5.02 Additionally, each Party represents that it will:

- (a) provide the Service in a timely and efficient manner and to a professional standard which is not less than the standard generally observed for the provision of services similar to the Service provided;
- (b) comply with the quality and other standards set forth in the Addendum relating to that Service;
- (c) provide the personnel and facilities necessary to complete its obligations under this Agreement;
- (d) maintain an accurate record of the costs related to the provision of a Service which documents the work performed and the costs and expenses related thereto that will be furnished to the other Party under the terms of each Addendum; and
- (e) provide the other Party with the necessary instructions, materials, feedback information, and other assistance, as appropriate, to enable the other Party to perform its oversight and budgetary obligations.

## **ARTICLE VI**

### **ADDENDA**

6.01 Except the existing Addenda described in Article XXX which are specifically incorporated herein upon execution of this Agreement, each Addendum hereafter executed pursuant to this Agreement must: (1) be approved by each Party's governing body; and (2) state that it is made as an Addendum and, that on its effective date, it incorporates the terms of this Agreement.

6.02 The Parties may elect to renegotiate the terms and conditions under which a Service set out in an Addendum will continue. A minimum of one hundred twenty (120) days prior to the expiration of the initial term of this Agreement, or a renewal period, one Party shall initiate the process by giving the other Party written notice of its desire to renegotiate the terms and conditions of the Addendum.

6.03 Each Addendum will include, as appropriate, the scope of the Service provided, minimum level of Services, cost documentation requirements, budget, payment schedule, and any other term or condition deemed advisable and agreed to by the Parties. All Addenda and exhibits shall be deemed to be incorporated by reference.

## **ARTICLE VII**

### **CHARGES**

7.01 Each Addendum specifies all costs, charges, and expenses that the paying Party will owe to the Party providing the Service pursuant to that Addendum.

7.02 All payments for expenses incurred as a result of the performance of this Agreement must be made only from current revenues legally available to the respective Parties.

## **ARTICLE VIII**

### **INVOICES**

8.01 All invoices rendered by a Party pursuant to an Addendum shall identify the Addendum to which it relates, include an invoice number, the time period covered by the invoice, and sufficient detail to allow the paying Party to verify the accuracy of the invoice. In addition, the specified documentation of costs and expenses set out in each Addendum will also be required to be submitted to support payment of an invoice.

8.02 Failure of the Party rendering the Service to provide the paying Party with the specified documentation set out in each Addendum to verify the invoices shall be grounds for the paying Party to withhold payments due hereunder. Except to the extent that a Party has a right to withhold or delay payment pursuant to the express provisions of this Agreement, or an Addendum, invoices shall be paid within (30) days of receipt of the invoice by the paying Party.

8.03 All invoices required to be sent to COUNTY under this Agreement shall be addressed to:  
(1) Bexar County Auditor, Paul Elizondo Tower, 101 West Nueva, Suite 800, San Antonio,



Texas 78205; and (2) Chief of Staff, Office of the County Manager, Paul Elizondo Tower, 101 West Nueva, Suite 901, San Antonio, Texas 78205. Within thirty (30) days of receipt of an invoice, COUNTY shall remit payment of undisputed invoices to: City of San Antonio, Treasury Division, P. O. Box 839975, San Antonio, Texas 78283-3975.

8.04 All invoices required to be sent to CITY under this Agreement shall be addressed to: (1) City of San Antonio Treasury Division, P.O. Box 839975, San Antonio, Texas 78283-3975; and (2) Intergovernmental Relations Director, P.O. Box 839966, San Antonio, Texas 78283. Within thirty (30) days of receipt of an invoice, CITY shall remit payment of undisputed invoices to: Bexar County Auditor, Paul Elizondo Tower, 101 West Nueva, Suite 800, San Antonio, Texas 78205.

#### **ARTICLE IX** **DISPUTED INVOICES**

9.01 Each Party will use commercially reasonable efforts to ensure the accuracy of invoices and will provide the backup documentation required in each Addendum. Each Party will timely pay all undisputed items in each invoice as provided in Article VIII above. If any portion of an invoice is disputed, the Party responsible for payment will pay the undisputed amount and will notify the other Party in writing of the disputed invoice amounts not later than thirty (30) days after receipt of the invoice. Failure to provide the foregoing notice will result in the presumption that an invoice is correct and the amounts reflected therein are due and owing. The Parties will act reasonably at all times and use good faith efforts to reconcile any disputed amount(s) as soon as practicable.

#### **ARTICLE X** **FINANCIAL RECORDS**

10.01 Each Party shall keep at all times complete financial records ("**Financial Records**") documenting the Service provided by the Party under an Addendum incorporated into, or entered into, under the terms of this Agreement. Authorized representatives of either Party shall have the right to examine all Financial Records of the other Party relating to the provision of a Service.

10.02 During the term of this Agreement, the Party providing a Service shall permit the other Party's representatives to examine or audit the work performed hereunder and the facilities at which the work is conducted. The Party requesting the examination or audit shall submit a written request a minimum of ten (10) business days prior to the date of examination to determine whether Service is being provided in accordance with the terms of this Agreement and the Addendum and that the facilities and equipment are adequate.

10.03 If a paying Party deems an audit of the Financial Records related to the provision of a Service by the other Party necessary, the Party requesting an audit shall submit a written request which shall list with specificity the records the requesting Party desires to examine during the audit. The request must be submitted to the other Party a minimum of fifteen (15) business days prior to the requested date of examination. The Party conducting the audit agrees to provide the other Party with a copy of any final report regarding a completed audit within thirty (30) days of



completion of such audit. Each Party shall retain all Financial Records during the Retention Period, as defined below.

## **ARTICLE XI** **RECORD RETENTION**

11.01 Each Party shall properly, accurately, and completely maintain all documents, papers, and records and other evidence pertaining to the Service performed pursuant to each Addendum (“**Documents**”). Each Party shall make such materials available to the other Party at its respective offices, at reasonable times, during which a Service is provided under an Addendum and during the Record Retention period established below, for purposes of audit, inspection, examination, and making copies of same by such Party.

11.02 Each Party shall retain all Financial Records and Documents for four (4) years from the termination of this Agreement “**Retention Period**”).

11.03 If at the end of the Retention Period, there is litigation or issues have arisen from, involving or concerning the Financial Records or Documents relating to an Addendum or the Service provided thereunder, the Party providing the Service shall retain the Financial Records or Documents until the resolution of the litigation or issues.

11.04 Each Party acknowledges and agrees that the paying Party shall have access to all Financial Records and Documents relating to a Service paid for by that Party during the Retention Period as often as that Party may deem necessary. Access during the normal business hours of the Party providing a Service shall be presumed reasonable for purposes of this Agreement. The Party requesting access to the Financial Records or Documents during the Retention Period shall submit a written request to the other Party a minimum of fifteen (15) days prior to the requested date of access.

## **ARTICLE XII** **DISPUTE RESOLUTION**

12.01 In the event of any dispute arising out of, or relating to, this Agreement or an Addendum, the Parties agree to attempt in good faith to resolve the dispute first by direct negotiation. If the Parties are unsuccessful, the Parties agree to submit the disputed issue to non-binding mediation. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within two (2) days after the mediation is initiated. The Parties shall share equally the costs of mediation.

## **ARTICLE XIII** **REMEDY FOR BREACH**

13.01 In the event of a material breach of the terms of an Addendum, the non-breaching Party shall give the breaching Party written notice detailing the nature of the breach. The breaching Party shall have thirty (30) days to cure the breach. After delivery of the required notice and expiration of the cure period, the non-breaching Party may pursue all rights and remedies



provided by law or in equity including termination of the Addendum. If an Addendum contains a remedy for breach provision in conflict with this provision, the provision in the Addendum governs.

13.02 The termination of an Addendum for breach will not terminate this Agreement or the remaining Addenda. In addition, termination of an Addendum will not relieve either Party of any previously accrued obligations or of any obligations that by their nature are intended to survive termination.

13.03 In the event of a material breach of the terms of this Agreement, the non-breaching Party shall give the breaching Party written notice detailing the nature of the breach. The breaching Party shall have thirty (30) days to cure the breach. After delivery of the required notice and expiration of the cure period, the non-breaching Party may pursue all rights and remedies provided by law or in equity including termination of this Agreement. In the event the non-breaching Party elects to terminate this Agreement, the Agreement and all Addenda will terminate.

#### **ARTICLE XIV**

#### **TERMINATION OF SERVICE**

14.01 Either Party may elect not to use or provide one or more of the Services set forth in the Addenda for a specified period of time or for the remainder of the term of this Agreement by providing a minimum of one hundred twenty (120) days written notice to the other Party. Elimination of a Service shall not affect the remaining Services. COUNTY Commissioners Court and CITY Council must approve the elimination of a Service through a formal amendment.

#### **ARTICLE XV**

#### **PERSONNEL ON SITE**

15.01 If any portion of the Services will be performed on the receiving Party's premises, the providing Party's personnel will comply with the receiving Party's site rules at all times while on that Party's premises. If a Service will be provided on-site, the Party receiving a Service will provide the providing Party with a copy of its then-current site rules and updated rules as they are revised.

#### **ARTICLE XVI**

#### **ELECTRONIC FILE TRANSFERS**

16.01 If data files will be transferred electronically between the Parties in connection with the performance of Services under this Agreement, the details pertaining to such file transfers will be set forth in the applicable Addendum. In connection with such file transfers, each Party agrees to comply with the security requirements specified in the applicable Addendum and to use all commercially reasonable efforts to safeguard data belonging to the other Party that is in its possession or control.

**ARTICLE XVII**  
**CONSENT, PERMISSION AND APPROVAL**

17.01 If a provision of this Agreement (or an Addendum) requires one Party to obtain the other Party's written consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement or an Addendum, be valid if and only if it is given in writing and manually signed in ink by the Designated Representative of the Party giving such consent, permission or approval (or similar indication of agreement).

**ARTICLE XVIII**  
**NOTICES**

18.01 If a provision of this Agreement specifies that a "notice" to the other Party must be "written" or "in writing," or that a Party is to "notify" or give "notification" to the other Party in writing, then the written notice, to be valid, must comply with the following requirements unless (and to the extent) the provision of this Agreement in which the written notice is referenced expressly allows deviation from these requirements.

- (a) All notices of termination of any or all Services provided under this Agreement must be in writing and addressed to the receiving Party's recipients designated below and delivered to the addresses shown below; and delivery of the notice must either be in person (with a signature from the notice recipient acknowledging the date of receipt), or through the use of an independent courier that provides or maintains a record of the delivery date, or by prepaid certified or registered mail with a return receipt requested. Written notices that meet the above requirements will be deemed to have been "given": (1) in the case of a notice sent by courier, when the notice is actually delivered to the notice recipients' addresses; and (2) in the case of certified or registered mail, three days after the notice is deposited in the U.S. Mail, properly addressed and with postage prepaid.

Notices to CITY:

City of San Antonio  
City Manager's Office  
P.O. Box 839966  
San Antonio, Texas 78283  
Email Address: sheryl.sculley@sanantonio.gov

With copy to:

City of San Antonio  
Director, Intergovernmental Relations Department  
P.O. Box 839966  
San Antonio, Texas 78283  
Email Address: jeff.coyle@sanantonio.gov

With electronic copy to:

CITY Contact Person listed in the appropriate Addendum



Notices to COUNTY:

Bexar County Commissioners Court  
Bexar County Judge  
Paul Elizondo Tower  
101 West Nueva, Suite 1000  
San Antonio, Texas 78205  
Email Address: [nwolff@bexar.org](mailto:nwolff@bexar.org)

With copy to:

Chief of Staff  
Office of the County Manager  
Paul Elizondo Tower  
101 West Nueva, Suite 901  
San Antonio, Texas 78205  
Email Address: [tgeuvara@bexar.org](mailto:tgeuvara@bexar.org)

With electronic copy to:

COUNTY Contact Person listed in the appropriate Addendum

(b) All other notices shall be delivered by electronic mail to the email addresses of the designated notice recipients set out above as well as the designated contacts set out in the Addenda. The letter comprising such notice shall be a scanned attachment to the email. The written notice shall be signed by an individual having authority to issue the notice under the terms of this Agreement. Notices given under this provision shall be effective upon the date the party to whom the email is addressed receives the email.

18.02 Either Party may change its designated notice recipients, or the email addresses of the notice recipients, by giving written notice to the other in compliance with the provisions of this Article.

## **ARTICLE XIX** **COMPLIANCE WITH LAW**

19.01 In performing a Party's obligations under this Agreement and the Addenda, that Party and its personnel will comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the Services to be performed under this Agreement and the Addenda.

## **ARTICLE XX** **ASSIGNMENT**

20.01 Neither Party's rights nor obligations under this Agreement may be assigned or delegated without the written consent of the other Party.

## **ARTICLE XXI** **AMENDMENTS**

21.01 All amendments shall be clearly identified as an amendment to this Agreement or to an Addendum and must be approved by each Party's governing body. Any amendment to this Agreement will apply to each Addendum regardless of the time of its incorporation into this Agreement, subject to Section 3.01.

**ARTICLE XXII**  
**GOVERNING LAW**

22.01 This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to conflict of law principles which might apply. The Parties hereto agree that venue for any action brought hereunder (including any action brought under federal law) shall be in Bexar County, Texas.

**ARTICLE XXIII**  
**INDEPENDENT CONTRACTOR**

23.01 It is agreed and understood that the relationship of the Party providing a Service to the other Party is that of independent contractor. Neither Party will be deemed to be a partner, agent, or employee of the other party. Neither Party will represent nor imply that its employees, agents, and contractors are employees, agents, or partners of the other Party.

23.02 All persons performing a Party's obligations under this Agreement will be considered to be solely the employees, contractors or agents of that Party or its contractors, and the Party performing a Service and its contractors will be responsible for ensuring there is payment of any and all salaries, wages, payroll taxes, insurance and other items payable to or on behalf of such personnel.

**ARTICLE XXIV**  
**WAIVER**

24.01 Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement, or an Addendum, shall not be deemed a waiver thereof or of any other provision, and such Party will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement and the Addenda.

**ARTICLE XXV**  
**PARTIAL INVALIDITY**

25.01 If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. In addition, the court so holding will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the Parties.

**ARTICLE XXVI**  
**SUCCESSORS AND ASSIGNS**

26.01 This Agreement will inure to the benefit of and be binding on only the Parties. There are no third-party beneficiaries to this Agreement.



**ARTICLE XXVII**  
**CONSTRUCTION**

27.01 The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement. The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction will apply against either Party.

**ARTICLE XXVIII**  
**FORCE MAJEURE**

28.01 If either Party is unable to perform, or is delayed in performing, an obligation under this Agreement or an Addendum because of circumstances beyond its control (other than obligations to pay money): (1) the Party so affected will promptly give written notice to the other Party and will use its best efforts to quickly resume performance; and (2) subject to compliance with subpart (1) of this provision, the Party so affected will not be liable for any failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond that Party's control.

**ARTICLE XXIX**  
**ENTIRE AGREEMENT**

29.01 Upon execution of this Agreement, any Addendum specifically incorporated, or executed, by the Parties shall constitute the sole agreement between the Parties with respect to the subject matter specifically addressed by each Addendum.

**ARTICLE XXX**  
**DOCUMENTS INCORPORATED AS ADDENDA**

30.01 The following agreements shall be incorporated into this Agreement and will constitute Addenda executed pursuant to the terms and conditions of this Agreement:

A-1	Cooperative Purchasing	A-2	Crime Lab
A-3	Hotel Tax Collection	A-4	Jury Pool
A-5	Library	A-6	Platting
A-7	Uniform Truancy Case Management Program	A-8	Fire Services and Inspections
A-9	Food Services and Permitting	A-10	Magistration

**ARTICLE XXXI**  
**NO INDEMNIFICATION**

31.01 COUNTY and CITY both acknowledge that they are political subdivisions of the State of Texas and claims or causes of action which may be asserted by third parties for accidents, injuries or death are subject to, and must be brought in accordance with the provisions of the Texas Tort Claims Act, TEX. CIV. PRAC. REM. CODE §101.001 *et. seq.* and the remedies authorized therein. Neither Party shall indemnify the other Party for suits, claims or causes of

action brought against a Party for accidents, injuries or death caused by a Party providing a Service.

**ARTICLE XXXII**  
**MULTIPLE COUNTERPARTS**

32.01 This Agreement 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.

*(Remainder of page intentionally left blank - signatures on following pages)*



**COUNTY OF BEXAR**

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**NELSON W. WOLFF**

County Judge

ATTEST:

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**LUCY ADAME-CLARK**

County Clerk

APPROVED AS TO LEGAL FORM ONLY:

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**PAUL JACKSON**

Assistant Criminal District Attorney –  
Civil Section

APPROVED AS TO FINANCIAL CONTENT ONLY:

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**SUSAN YEATTS**

County Auditor

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**DAVID SMITH**

County Manager

**CITY OF SAN ANTONIO, TEXAS**

---

**SHERYL SCULLEY**  
City Manager

ATTEST:

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**LETICIA VACEK**  
City Clerk

APPROVED AS TO LEGAL FORM:

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**ANDY SEGOVIA**  
City Attorney



## **A-1 COOPERATIVE PURCHASING**

### **Section I Services**

#### **A. Definitions**

1. The following terms used in this Addendum shall, unless the context states otherwise, have the meanings set forth below:
  - a. Awarding Party mean the Party that awarded a contract for goods and/or services to a Vendor after a solicitation process required or permitted by state law and the charter and ordinances of that Party.
  - b. Purchase Contract means a contract for goods and/or services, including professional and consulting services awarded to a Vendor by the Awarding Party.
  - c. Riding Party means the Party wishing to utilize a Purchase Contract procured by the Awarding Party.
  - d. Vendor means the entity providing goods or services under a Purchase Contract.
- B. Each Party routinely procures goods and services using solicitation methods required or permitted by state law, and the charter and ordinances of that Party. Each Party may, from time to time, as it deems appropriate, include a provision in its solicitations and contracts allowing the other Party to cooperatively purchase from its Purchase Contracts, subject to the consent of the Vendor who is awarded the Purchase Contract. If the Vendor consents to extend its pricing and terms, the Awarding Party shall make all Purchase Contract documents available to the Riding Party.
- C. A Riding Party shall administer its own contract with the Vendor as it relates to its own purchases, including, but not limited to, issuing purchase orders to, taking shipments of goods from, and making payments directly to the Vendor.
- D. Each Party shall be responsible for the Vendor's compliance with the terms and conditions of the Purchase Contract only as it relates to that Party's own purchases.
- E. Any arrangement, contractual or otherwise, between a Vendor and Riding Party, shall not bind or obligate Awarding Party. Awarding Party shall not be a party to the contract between Riding Party and Vendor, nor shall Riding Party be a party to the Purchase Contract between Awarding Party and Vendor. Use of the Purchase Contract shall not make Awarding Party a party to the contract between Riding Party and Vendor. Awarding Party shall have no obligation for payment to a Vendor for any goods or services purchased by Riding Party. Awarding Party shall have no responsibility for goods or services provided, or to be provided, by a Vendor.
- F. In no event shall Awarding Party be considered a dealer, remarketer, agent or other representative of a vendor. Further, neither Awarding Party nor Riding Party shall be considered an agent, partner or representative of the other Party.

**Section II**  
**Compensation**

- A. For every Purchase Contract that a Party rides, it will pay the other Party an administrative fee of \$100.00, payable within thirty days of entering into a Purchase Contract with a Vendor.

**Section III**  
**Contact Persons**

- A. COUNTY appoints COUNTY's Purchasing Agent as its contact person ("Contact Person") with regard to the services to be performed herein. The Contact Person is Mary E. Quinones whose street address is 1103 S. Frio, Purchasing Suite, San Antonio, Texas 78207 and email address is mary.quinones@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 Lead Procurement Administrator as its Contact Person with regard to the services to be performed herein. The Contract Person's email address is norbert.dziuk@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-2 CRIME LAB**

### **Section I** **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 written reports of laboratory results 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. Bexar County shall maintain all necessary accreditations required for CIL to perform the Services under this Addendum.
- F. 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.
- G. 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 Attachment I shall be deemed non-standard, unless the evidence sample is a food item.
- H. CITY shall be solely responsible for:
  - 1. Transporting evidence, samples, and firearms to CIL for testing;
  - 2. Retrieval and storage of all evidence samples, 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; and
  4. Providing current e-mail addresses of SAPD investigating officers to CIL.

**Section II**  
**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.



**BEXAR COUNTY**  
**FY 2018-19 Crime Laboratory Fee Schedule (Effective October 1, 2018)**

Description	Code	Fee	Description	Code	Fee
<b>Evidence Clerk Testimony/Hour</b>	4000	84.00	<b>Firearms Testimony or Crime Scene/Hour</b>	4300	115.00
Evidence Registration/ Case	4001	21.00	Powder, Cartridge or Bullet Identification/Item	4301	39.00
Shipping and Handling/Case	4002	39.00	Microscopic Comparison/Item	4303	88.00
Hard or Digital Media Copy of Complete Case File	4005	44.00	Mechanical Evaluation of Weapon or Test Fire/Item	4304	78.00
Evidence Registration Pre-Login/ Case	4006	18.00	Chronograph or Special Testing/Ammunition or Weapon	4305	157.00
			Documentation or Photograph/Case	4307	39.00
<b>Trace Evidence Testimony or Crime Scene/Hour</b>	4100	115.00	Physical Re-Construction/ Item	4311	78.00
Evidence Search or Removal/Item and Lift	4101	39.00	Serial Number Restoration/Number Area	4312	78.00
Microscopic Exam-General/Item	4102	39.00	Repair, Clean-up or Restoration of Firearms/ 0.5 hour	4314	39.00
Microscopic Comparison /Slide	4108	39.00	Toolmark Replication/Tool	4315	19.00
GC/MSD/Sample	4112	78.00			
Analysis by FTIR/Sample	4113	78.00	<b>Drug Identification Testimony or Crime Scene/Hour</b>	4500	115.00
GSR by SEM-EDX/STUB	4114	178.00	Qualitative Analysis / Item	4501	39.00
SEM/EDX Analysis/Hour	4115	178.00	Identification by Description / Item	4503	19.00
Microcrystalline Test or Spot Test/Sample	4118	78.00	Marijuana: Bulk Handling/Case	4506	39.00
GSR by Microscopic and Chemical Analysis/Item	4119	78.00	Marijuana: Qualitative ID/ Item	4507	39.00
Shoe/Tire Impression Comparison/Item	4120	39.00	Marijuana: Seed Germination/Case	4508	19.00
			Mushrooms or Peyote/ Item	4509	167.00
<b>Serology Testimony or Crime Scene /Hour</b>	4200	115.00	Hashish/ Item	4514	78.00
Evidence Search and Processing/Item	4201	39.00	Microcrystalline Test/ Item	4515	39.00
Storing Serological Evidence/Item	4202	39.00	Derivatization/ Item	4516	39.00
Presumptive Testing/Item	4203	33.00	Organic Extraction/ Item	4517	39.00
DNA Analysis /Sample (Core CODIS Loci or Y-STR)	4214	496.00	Clandestine Lab Handling (Qualitative)/Case	4519	39.00
Sexual Assault Evidence Collection Kit	4220	329.00	Inventory of "Not to be Tested" Evidence/ Submission	4520	19.00
Confirmatory Testing/Item	4221	39.00			

ATTACHMENT I



**Section III**  
**Miscellaneous Terms For CIL**

- 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 Attachment I 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 IV (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. 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 VI**  
**Contact Persons**

- A. COUNTY appoints COUNTY's Director of the CIL as its contact person ("Contact Person")



with regard to the services to be performed herein. The Contact Person 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](mailto:tfallon@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 [jimmy.reyes@sanantonio.gov](mailto: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-3 HOTEL TAX COLLECTION**

### **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 Hotel Occupancy Tax Reporting Form.
- B. Due to a significant increase in Short Term Rental ("STR") activity in CITY and COUNTY, additional resources for collection and compliance of HOT will be utilized by CITY. CITY will administer the collection and monitoring of all STR accounts located in CITY and COUNTY including those accounts for locations at which CITY does not collect a tax.
- C. 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.
- D. 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.
- E. The Occupancy Tax Reporting Form to be utilized by hotels/motels is attached to this Addendum as Attachment I and can be found online at <https://www.sanantonio.gov/portals/0/files/finance/hotel/hot-rept-form.pdf>. The Parties agree that the Hotel 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.
- F. 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 0.65% 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 15<sup>th</sup> of each month to an account designated by the COUNTY Auditor. If the 15<sup>th</sup> day of the month falls on a federal holiday or 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 15<sup>th</sup> 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 Budget and Finance Director and its Auditor as its contact persons ("Contact Persons"). The Budget and Finance Director is Seth McCabe whose address is Paul Elizondo Tower, 101 West Nueva, Suite 901, San Antonio, Texas 78205 and email address is smccabe@bexar.org. The Auditor is Susan Yeatts whose street address is Paul Elizondo Tower, 101 West Nueva, 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 Deputy Chief Financial Officer 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

\* = Required fields

Print



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

Finance  
Department

Please fill this form out online and print it using the **Print** button provided.  
Mail [or fax] the form to the location listed at the end of the form.

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
<input type="text"/>	<input type="text"/>	12	09	2018	

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

TRADE NAME, ADDRESS, & CONTACT INFORMATION	
TRADE NAME (DBA)	<input type="text"/>
OWNER NAME	<input type="text"/>
LOCATION ADDRESS	<input type="text"/>
MAILING ADDRESS	<input type="text"/>
CONTACT PERSON	<input type="text"/> TELEPHONE <input type="text"/>

HOTEL OCCUPANCY TAX CALCULATION		CITY OF SAN ANTONIO	BEXAR COUNTY
1. TOTAL ROOM RECEIPTS	\$	<input type="text"/>	<input type="text"/>
2. LESS EXEMPT ROOM RECEIPTS	-	<input type="text"/>	<input type="text"/>
3. TOTAL TAXABLE ROOM RECEIPTS (Line 1 minus Line 2)	=	<input type="text"/>	<input type="text"/>
4. HOTEL OCCUPANCY TAX RATES		<input type="text"/>	<input type="text"/>
5. HOTEL OCCUPANCY TAX DUE (Line 3 multiplied by Line 4)	x	<input type="text"/>	<input type="text"/>
6. PENALTY	<input type="button" value="Explain Rules"/>	<input type="text"/>	<input type="text"/>
7. INTEREST	<input type="button" value="Explain Rules"/>	<input type="text"/>	<input type="text"/>
8. AMOUNTS DUE (Line 5 plus Line 6 and Line 7)	=	<input type="text"/>	<input type="text"/>
9. TOTAL AMOUNT DUE AND PAYABLE TO THE CITY OF SAN ANTONIO	\$	<input type="text"/>	<input type="text"/>

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	09/12/2018

<b>Instructions:</b> 1. Complete this form entirely; 2. Print the completed form; 3. Sign the form in the designated location; 4. Mail the completed, signed form, along with your payment, <b>OR</b> 4a. FAX signed form, and call to make payment arrangements, <b>OR</b> 4b. Scan the completed, signed form and email it as an attachment, and call to make payment arrangements	<b>Mailing Address:</b> City of San Antonio Department of Finance Revenue Division P.O. Box 839975 San Antonio, TX 78283-3975  <b>Phone/FAX:</b> Telephone: 210-207-8677 FAX: 210-207-8676  <b>Email:</b> HotelMonthlyReport@sanantonio.gov
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Print

GR1025-27a.ACC.RECORD.FIN-Hotel Occupancy Tax Report  
Rev.2015-1 10/01/15



## **A-4 JURY POOL**

### **Section I Services**

- A. COUNTY shall summon jurors for Municipal Court jury service from 9:30 a.m. to 4:30 p.m. on any Monday through Wednesday and 9:30 a.m. to 11:00 a.m. Thursday for which COUNTY has a jury pool and, upon request by CITY, impanel jurors for Municipal Court.
- B. COUNTY shall transport jurors to the Frank Wing Municipal Court Building, prepare juror payments, maintain juror service history and provide information to individuals who have questions regarding jury service.

### **Section II Compensation**

- A. CITY shall reimburse COUNTY on a semi-annual basis, beginning October 1, 2018, a fee of \$12.00 per juror assigned to Municipal Court. The fee will cover the jury fee set forth in Texas Government Code §61.001 and an administrative fee that includes all actual expenses incurred by COUNTY for transportation of jurors and postage costs associated with the notification of such jurors. COUNTY's semi-annual invoice for this fee shall include the number of jurors provided and a list of the names of the jurors assigned to Municipal Court and shall be sent to CITY electronically in Adobe PDF format. CITY will be responsible for necessary taxi cab service to transport Municipal Court jurors who have no other means of transport from the Central Jury Room to the Frank Wing Municipal Court Building.

### **Section III Contact Persons**

- A. COUNTY appoints COUNTY's Central Jury Room Bailiff as its contact person ("Contact Person") with regard to the services to be performed herein. COUNTY's Contact Person is Julieta Schulze, whose street address is Cadena-Reeves Justice Center, 300 Dolorosa, Basement, San Antonio, Texas 78205 and email address is jschulze@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 Court Coordinator as its Contact Person with regard to the services to be performed herein. CITY's contact person is Jo Ann Escamilla, whose street address is San Antonio Municipal Court, 401 S. Frio St., San Antonio, Texas 78207 and email address is JoAnn.Escamilla@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-5 LIBRARY**

### **Section I Services**

#### **A. Definitions**

1. The following term used in this Addendum shall, unless the context states otherwise, have the meaning set forth below:
  - a. "Circulation" means all use of a library item(s), such as but not limited to a book, computer or e-book, that is recorded as a transaction with a valid library card issued by the San Antonio Library System ("Library System").
- B. During the term of this Agreement, and in full compliance with the terms of Section 323.001(b) of the Texas Local Government Code, CITY shall assume the functions of a county library within COUNTY and shall provide services of the Library System to COUNTY residents, including residents of municipalities other than CITY located within the jurisdiction of COUNTY. CITY agrees that services of the Library System provided to residents of COUNTY under this Agreement shall be similar to the services provided to CITY residents.
- C. Library System shall provide to COUNTY, on a periodic basis, reports on circulation in a form mutually agreeable to the Parties.
- D. During the term of this Addendum as noted in Section 4.02 of the Agreement, the Library System will provide outreach services at least once each calendar month in each County Commissioners Court precinct in an area located outside the city limits of CITY unless CITY discontinues the funding of those services. COUNTY may assist CITY staff with the identification of appropriate locations for such outreach services.
- E. Library System shall provide each member of the Commissioners Court any publicly available Board of Trustee Agendas, Minutes or other materials, by electronic means if customary and convenient.
- F. Library System shall make available to each member of the Commissioners Court any newsletters or other promotion materials as may be produced from time to time. All such materials shall include, in a form mutually agreeable to the parties, recognition and branding identifying COUNTY as a partner of the library services being provided.
- G. Upon the request of COUNTY, the Director of Library System, on an annual basis, shall make a presentation, at a mutually agreed upon time, to COUNTY Commissioners Court regarding:
  1. Programs and services Library System currently provides to the public;
  2. Review of the building plans for future library facilities, if any;
  3. Review of significant future programmatic changes, if any;
  4. Review of the status and progress of any Additional Service Requests COUNTY may



- have made and funded; and
5. Extraordinary circumstances affecting the condition and funding needs of the Library if any exist.
- H. CITY agrees that the services of the Library System provided to COUNTY residents residing outside the incorporated limits of CITY, as well as residents of municipalities other than CITY located within the jurisdiction of COUNTY, shall be on the same terms and conditions as extended to all other patrons of the Library System. Although programs and services may vary across COUNTY according to the needs of the local community, services and programs provided at a location or by electronic or other means will be open to full participation to all residents of COUNTY within current locations. Fees and fines will not vary based on the residential location of the patron within COUNTY. The services provided shall consist of, but are not necessarily limited to, the following:
1. In-house use of Library System materials;
  2. Privilege of borrowing Library System materials;
  3. Inter-library loan program;
  4. Library System programs, such as cultural events, computer training, story-time, teen programming and small business development training;
  5. Use of Library System facilities for community meetings, when available, in accordance with established fees, rules, and procedures;
  6. Reference services according to established guidelines;
  7. Reference and readers advisory services;
  8. "Books-by-Mail" program for home-bound users;
  9. Public computers with Internet access and WiFi hotspots;
  10. Adaptive technology which enables individuals with disabilities to access Library System materials; and
  11. Access to on-line databases and other electronic services through the Library System website.
- I. It is the desire of both Parties to increase the access options of all library patrons in Bexar County (collectively, the "Patrons") to the digital services and products in the collections of both COUNTY's and CITY's digital library systems by: expansion of the digital libraries' collections and implementation of technological advancements to the digital architecture of both digital library systems which will allow for Patrons to more easily access both Parties digital libraries' collections and services in a seamless fashion. Both Parties aspire to align each Party's digital service strategies to reduce duplication of efforts and to pursue a collaborative approach to the delivery of library services. CITY provides its library resources to Patrons through the San Antonio Public Library system ("SAPL") and COUNTY provides its library resources to Patrons through BiblioTech, its digital library system. Both Parties are committed to maintaining and preserving their respective institutional brands in connection with all library-related services contemplated under this Addendum.
- J. In the event any Library System facility is proposed to be either temporarily or permanently closed, or any services of the Library System are targeted for elimination, CITY agrees to promptly notify COUNTY through the monthly board report of such proposed action. The



written notice shall indicate: (1) the services CITY will be unable to provide COUNTY under this Agreement; (2) the reason CITY is unable to provide the services; (3) the date services are anticipated to cease; and (4) the anticipated date provision of services will resume (if applicable). Nothing agreed to herein shall create in COUNTY or its residents any right, claim or interest in the Library System facilities or equipment now existing or acquired during this term of the Agreement unless a written Amendment creating said interests, executed by both parties, is approved by the governing bodies of the Parties.

- K. COUNTY intends to operate an electronic library, BiblioTech, to provide electronic access to books and other materials for all citizens of Bexar County, including CITY residents.
- L. CITY shall acknowledge COUNTY as a partner of the Library by placing appropriate COUNTY branding on some Library System programs and services such as the Library System's website, newsletter, and various other publications.

## **Section II**

### **Compensation**

- A. The Library System Annual Fee for the Initial Term of the Agreement (FY 2018-19) for Services provided in this Addendum shall be \$2,584,028.95 which will be invoiced to COUNTY by CITY by the tenth day of each month in 12 equal installments commencing November 1, 2018.
- B. As stated in Second Addendum A-5 Amendment, the COUNTY commits to acquiring new and additional digital products and services through BiblioTech with the funds attributable to the annual reductions in the Library System Annual Fee in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) through FY 2018-19. Digital products and services obtained by the COUNTY with such funds will be available for use to Patrons holding library cards from both BiblioTech and SAPL. The CITY intends to discontinue library-related products and services that are under-utilized and appropriately reduce in areas where there is duplication with the COUNTY and which the CITY estimates will have a value of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

The Parties understand and agree that the COUNTY's monetary contribution to the SAPL shall be as set out above in this Section.

## **Section III**

### **Contact Persons**

- A. COUNTY appoints COUNTY's Director of Special Projects as its contact person ("Contact Person"). The Contact Person is Laura Cole whose street address is Paul Elizondo Tower, 101 W. Nueva St., Suite 807, San Antonio, Texas 78205 and email address is lcole@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 the San Antonio Public Library as its Contact Person with



regard to the services to be performed herein. The email address for the Contact Person is ramiro.salazar@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.

#### **Section IV** **Miscellaneous**

- A. Each Party has determined the amount of its annual budget for digital library-related products and services to be purchased during FY2018-19 and shall have sole discretion as to the amounts budgeted for those items. In addition, the Parties may jointly purchase digital library-related products and services. All contracts entered into by each Party in connection with library-related services will identify the Patrons to be provided the products and services as all of the residents of Bexar County, Texas.
- B. The Parties agree that it is in the best interest of the Patrons of the COUNTY and the CITY to maximize the accessibility of the library resources of both Parties in all media sources available from each library system including: hardback books, magazines, and newspapers (SAPL only) and computer, eBooks, eAudiobooks, videos, and music (both SAPL and BiblioTech). The Parties hereby commit to continue phasing-in development of new technology for the benefit of both digital library systems in order to provide Patrons with a robust digital library collection that becomes progressively more accessible and wide-ranging. The joint digital technology goals of the Parties for FY 2018-19 are as follows: BiblioTech and SAPL will pursue the development of a jointly owned and sponsored website through which Patrons will be able to access all digital content available from both digital library systems. This will require the Parties to develop technology to allow Patrons to access this collaborative website which will be accomplished by jointly procuring or developing an online discovery layer. At this stage in the development of the digital library systems, it is anticipated that Patron's access to the digital content of both library systems will appear seamless.

During the monthly meetings outlined in the paragraph C. below, the Parties' staff representatives shall discuss the status of the development of the technology advancement to be contemplated during the current fiscal year.

- C. The Parties recognize that implementing the objectives set out in paragraph IV. B, above, will require the Parties to make decisions on a monthly basis throughout the term for this Addendum. In order to provide continuity in the decision-making process, the Parties plan to meet on a monthly basis. Each Party will have two (2) designated staff members attend the monthly meetings, along with other staff members that may be contributing to the discussion regarding an item scheduled for a particular meeting. COUNTY's designated staff are the BiblioTech Administrator and the BiblioTech Head Librarian. CITY's designated staff are the SAPL Assistant Director for Public Services and the SAPL Digital Library Services Coordinator. Either Party may replace a designated staff representative and designate a new staff representative by giving written notice to the other Party's staff representatives.

- D. When Patrons request products which include individual titles, the Parties shall determine whether to buy the product and which Party shall purchase the product or if the product should be jointly purchased. The Party receiving the written request will provide the appropriate response to the Patron.
- E. If a Party desires to discontinue a library-related product or service, the Party desiring to discontinue the product or service shall give the other Party a minimum of 60 days prior written notice of such discontinuance before notifying the applicable vendor.
- E. If a vendor notifies the Party that is purchasing the product or service that such product or service is being discontinued, the Party notified by the vendor shall give the other Party written notice of such discontinuance within two (2) weeks after receiving notice of the discontinuance from the vendor



## **A-6 PLATTING**

### **Section I** **Services**

- A. CITY and COUNTY agree that subdivision platting in the ETJ will be in accordance with the standards and procedures contained in the Unified Development Code of the CITY, i.e., Chapter 35 of the City Code of San Antonio, Texas, ("Unified Development Code"), and as summarized in the matrix attached to this Addendum as Attachment I, unless stipulated otherwise in this Addendum. It is the understanding of the Parties that Attachment I will be updated to correspond with the current Unified Development Code prior to the effective date of this Agreement. Once the modifications are complete, the updated matrix will be attached in place of Attachment I.
- B. CITY, by and through its Development Services Department, shall act as the general public's point-of-contact for receipt of all platting applications and for the collection of all required fees, including but not limited to, fees for recording the approved plat with COUNTY Clerk. CITY will reimburse COUNTY on the last day of each month for COUNTY platting fees collected.
- C. The Unified Development Code of CITY lists COUNTY as a certifying department (agency) whose review through a letter of certification provided to CITY is necessary (when applicable) for plat approval. As a certifying department (agency), COUNTY agrees to complete its review in accordance with procedures and standards set forth in the Unified Development Code. If additional information or materials are needed from an applicant, COUNTY shall render the submittal incomplete in accordance with Unified Development Code procedures.
- D. After an applicant receives letters of certification from each certifying agency, the application for subdivision plat approval is filed with CITY Planning Commission. CITY shall then conduct a completeness review and, if complete, shall forward to COUNTY a copy of the complete subdivision plat application for approval.
- E. CITY agrees to proceed with subdivision plat approval concurrent with COUNTY in accordance with the procedures and standards set forth in the Unified Development Code. A variance to the procedures or standards must be approved by both CITY and COUNTY.
- F. The Parties agree and understand that, except as otherwise specifically provided for in Sections I(G), (H) and (I) of this Addendum, if a conflict exists between CITY and COUNTY regulations, the more stringent regulations shall control. In the event the Unified Development Code is amended, CITY agrees to notify COUNTY at least 30 days prior to approval.
- G. Within the parameters of this Addendum, the Parties agree and understand that COUNTY shall have exclusive control over the formulation and enforcement of regulations pertaining to manufactured housing in the extraterritorial jurisdiction of CITY and all septic tank licensing.



- H. With regard to street construction regulations, the Parties hereby acknowledge and recognize that fundamental differences exist between the requirements for streets in densely populated areas within CITY and less populated areas of COUNTY. The Parties agree to allow the use of COUNTY street design standards, which do not require sidewalks or streetlights, for development of residential areas with less than two (2) units per acre.
- I. The Parties agree that the procedures for the administration and enforcement of regulations pertaining to flood control, drainage and storm water shall be in accordance with the Interlocal Agreement between CITY, COUNTY and the San Antonio River Authority establishing the Regional Flood Control, Drainage, and Storm Water Management Program.
- J. Upon completion of all formal approvals, CITY shall be responsible for recording the plat with COUNTY Clerk's Office.
- K. The Parties agree that initiation of proposed amendments to the Unified Development Code will include, but will not be limited to, joint CITY-COUNTY review of variance requests, joint CITY-COUNTY formulation of staff recommendations when necessary and with exception of major thoroughfares, procedures for county evaluation of proposed street medians.

## **Section II**

### **Compensation**

- A. CITY and COUNTY agree and understand that each shall be responsible for its own costs and expenses necessary to fulfill its responsibilities under this Addendum. CITY and COUNTY agree that there will be periodic reviews of fees associated with this Addendum by both Parties, and any fee schedules or costs are subject to change.

## **Section III**

### **Contact Persons**

- A. COUNTY appoints COUNTY's Development Services Administrator as its contact person ("Contact Person") with regard to the services to be performed herein. The Contact Person is Robert Brach whose address is Public Works, 233 N. Pecos, Suite 420, San Antonio, Texas 78207 and email address is [rbrach@bexar.org](mailto:rbrach@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 Development Services as its Contact Person with regard to the services to be performed herein. The Contact Person is Michael Shannon whose address is 1901 South Alamo Street, San Antonio, Texas 78204 and email address is [michael.shannon@sanantonio.gov](mailto:michael.shannon@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

02/14/2011 15:13 FAX Z103352187

BEXAR COUNTY CLERK

007/012

Chapter 35, UDC Matrix Application in Bexar County/City of San Antonio				
	DIVISIONS/TITLES	Not Applicable	Amendment Not Required	Amendment Required
	ARTICLE I : Purpose & Scope	X		
	ARTICLE II : Use Patterns	X		
	ARTICLE III : Zoning	X		
	ARTICLE IV : Procedures			
Division 1	General Procedural Requirements			
35-401	General Procedural Requirements			
	(a) Common elements		X	
	(b) Categories of Permits	X		
	(c) Building Permits required	X		
	(d) Certificates of occupancy	X		
35-402	Completeness Review			
	(a) Pre-Application Conference		X	
	(b) Application Materials		X	
	(c) Review Procedures		X	
35-403	Notice Provisions	X		
35-404	Public Hearings Procedures	X		
35-405	Post-Decision Proceedings	X		
35-406	Revocation of Permit-Approval	X		
35-407	Annexation	X		
35-408	Neighborhood Registration	X		
35-409	Citizen Participation Plan	X		
Division 2	Master Development Plans			
35-412	Master Development Plans		X	
Division 3	Zoning Procedures			
35-420	Comprehensive Neighborhood Plan		X	
35-421	Zoning Amendments	X		
35-422	Conditional Zoning	X		
35-423	Specific Use Authorization	X		
35-424	Ministerial Permits or Approvals	X		
Division 4	Subdivisions			
35-430	Applicability & General Rules			
	(a) Subdivision subject to this Section		X	
	(b) Classification of Subdivisions		X	
	(c) Plat Exceptions			X
	(d) Certificate of Determination			X
	(e) Conflict with County Regulations			X
	(f) Performance Agreements		X	
35-431	Letters of Certification			
	(a) Applicability		X	
	(b) Initiation			X
	(c) Completeness Review	X		
	(d) Decision	X		
35-432	Procedures for Subdivision Plat Approval			
	(a) Applicability		X	
	(b) Initiation		X	

Vol 618 Pg 275

	(c) Completeness Review		X	
	(d) Decision			X
	(e) Criteria		X	
	(f) Subsequent Applications		X	
	(g) Amendments		X	
	(h) Scope of Approval		X	
	(i) Recording Procedures		X	
35-433	Development Plat			
	(a) Applicability			X
	(b) Initiation	X		
	(c) Completeness Review	X		
	(d) Decision	X		
	(e) Approval Criteria	X		
	(f) Subsequent Applications	X		
	(g) Amendments	X		
	(h) Scope of Approval	X		
35-434	Plat Deferral			
	(a) Applicability			X
	(b) Initiation	X		
	(c) Completeness Review	X		
	(d) Decision	X		
	(e) Approval Criteria	X		
	(f) Subsequent Applications	X		
	(g) Amendments	X		
	(h) Scope of Approval	X		
35-435	Subdivision Plat Variances			
	(a) Variances		X	
	(b) Administrative Exceptions			X
35-436	Performance Agreement			
	(a) Guarantee of performance		X	
	(b) Substituting Guarantees		X	
	(c) Supplementary Guarantees		X	
	(d) Release upon completion			X
35-437	Acceptance of dedication		X	
35-438	Owner-Initiated Plat Vacation		X	
35-439	Replatting without Vacating Preceding Plat		X	
35-440	Amending Plats		X	
35-441	Replatting of Antiquated Plats		X	
35-442	Replats Subject to Low-Density Zoning	X		
Division 5	Historic & Design Review			
35-450	General Rules	X		
35-451	Certificate of Appropriateness	X		
35-452	Certificate of Appropriateness-Repair & Maintenance	X		
35-453	Permits	X		
35-454	Review of Plans	X		
35-455	Demolition Permits	X		
Division 6	Floodplain Permits			
35-460	Flood Plain Administrator <sup>1</sup>			X
35-461	Flood Plain Permits <sup>1</sup>			
	(a) Applicability		X	
	(b) Initiation			X
	(c) Completeness Review			X

VOL 6 / 8 pg 276



	(d) Decision			X
	(e) Approval Criteria			X
	(f) Subsequent Applications		X	
	(g) Amendments		X	
	(h) Scope of Approval		X	
	(i) Recording Procedures		X	
35-462	Enforcement <sup>1</sup>			X
35-463	Performance Bond <sup>1</sup>		X	
35-464	Variance Procedures <sup>1</sup>			
	(a) Applicability		X	
	(b) Initiation			X
	(c) Completeness Review			X
	(d) Decision			X
	(e) Approval Criteria			X
	(f) Subsequent Applications			X
	(g) Amendments		X	
	(h) Scope of Approval		X	
	(i) Recording Procedures		X	
35-465	Continuing Obligations <sup>1</sup>			X
35-466	Letter of Map Revision <sup>1</sup>		X	
<b>Division 7</b> Procedures for Edwards Aquifer Overlay				
35-470	Administration		X	
35-471	Environmental Assessment Report		X	
35-472	Water Pollution Abatement Plan		X	
35-473	Aquifer Protection Plan		X	
35-474	Enforcement		X	
<b>Division 8</b> Procedures in Airport Overlay District				
35-475	Site Plan in Military Overlay District	X		
<b>Division 9</b> Landscaping & Tree Preservation				
35-476	Landscape Plans			
	(a) Application	X		
	(b) Completeness Review	X		
	(c) Processing prior to Building Permit	X		
	(d) Processing prior to CFO	X		
35-477	Tree Preservation Permits			
	(a) Applicability	X		
	(b) Initiation	X		
	(c) Completeness Review	X		
	(d) Decision	X		
	(e) Approval Criteria	X		
	(f) Subsequent Applications	X		
	(g) Amendments	X		
	(h) Scope of Approval	X		
	(i) Recording procedures	X		
<b>Division 10</b> Variances & Appeals				
35-480	Generally	X		
35-481	Appeals to the Board of Adjustment	X		
35-482	Zoning Variances	X		
35-483	Subdivision Variances			X
35-484	Development Plat Variances			X
35-485	Variances in the ERZD		X	

VOL 618 Pg 277

35-486	Appeals in the ERZD		X	
35-487	Variances in Utility Conversion Districts	X		
35-488	Appeal procedures for Sexually Oriented B.	X		
<b>Division 11 Enforcement, Violations &amp; Penalties</b>				
35-490	Types of Violations		X	
35-491	Civil enforcement			
	(a) Enforcement Actions	X		
	(b) Subdivision Plats within ETJ		X	
	(c) Penalties		X	
	(d) Remedies	X		
	(e) Nuisances	X		
35-492	Violations of Conditions	X		
35-493	Violations of Tree Preservations Standards	X		
35-494	Enforcement, of Subdivision Regulations			
	(a) Permits	X		
	(b) Utility service to land prior to 1987	X		
	(c) Utility service to land after 1987	X		
	(d) Completion of Improvements		X	
35-495	Violations of Flood Plain Development			X
35-496	Violations of ERZD Regulations		X	
35-497	Sexually Oriented Businesses	X		
<b>ARTICLE V : Development Standards</b>				
<b>Division 1 General Provisions</b>				
35-501	General Provisions			
	(a) Applicability		X	
	(b) Administrative Exceptions			X
	(c) Site Improvements		X	
	(d) Standard Specs for Construction		X	
	(e) Americans with Disabilities Act		X	
	(f) Extended Warranty Bond			X
<b>Division 2 Infrastructure Standards</b>				
35-502	Traffic Impact Analysis		X	
35-503	Required Parks/Open Space	X		
35-504	Storm Water Management <sup>1</sup>			
	(a) Applicability		X	
	(b) Storm Water Management Program			X
	1. Regional SW Mgmt (RSWMP)			X
	2. System Criteria		X	
	3. Responsibility to accept SW		X	
	4. Positive Overflows		X	
	5. Maintenance			X
	(c) Method of Computing Runoff		X	
	(d) Drainage Easements & ROW		X	
	1. Applicability			X
	2. Requirements		X	
	3. Natural Watercourses/Flood plains			X
	4. Maintenance access ROW		X	
	5. Lot & Property Line Crossing		X	
	6. Interceptor easements		X	
	7. Lower elevation of site		X	
	(e) Site Design & Grading			X
	(f) Storm Water detention			

VOL 618 PG 278



	1. Maximum outflow rate		X	
	2. On-site detention			X
	3. Regional Detention facilities			X
	4. Multi use facilities		X	
	5. Wet Pool or Pumped Detention		X	
	(g) Streets		X	
	(h) Drainage channels & watercourses		X	
	(i) Storm sewers		X	
	(j) Inlets & Openings		X	
35-505	Floodplains			
	(a) Titles, duties of officials			X
	(b) Findings of fact		X	
	(c) Statement of purpose		X	
	(d) Methods for reducing flood losses		X	
	(e) Lands to which provisions apply			X
	(f) Basis of establishing flood hazards			X
	(g) Compliance		X	
	(h) Abrogation and greater restriction		X	
	(i) Interpretation		X	
	(j) Warning and disclaimer of liability		X	
	(k) Allowable & prohibited dev. In F.P.		X	
	(l) Requirement			X
	(m) General standards for flood haz. red.		X	
	(n) Specific standards for flood haz. red.		X	
	(o) Areas of shallow flooding		X	
	(p) Subdivision proposals		X	
	(q) Low risk flood area	X		
35-506	Transportation & Street Design			
	(a) Applicability		X	
	(b) Classification		X	
	(c) Statement of purpose		X	
	(d) Cross-section and Construction Std.			X
	(e) Connectivity		X	
	(f) Street intersection		X	
	(g) Dedication of Arterial		X	
	(h) Street Names & Signage		X	
	(i) Street Lights			X
	(j) Private Streets		X	
	(k) Traffic signals		X	
	(l) Horizontal curvature		X	
	(m) Pavement and median transition		X	
	(n) Medians			X
	(o) Wheelchair ramp			X
	(p) Pavement Standards			X
	(q) Sidewalk standards			X
	(r) Access and Driveways		X	
	(s) Gated subdivision streets		X	
	(t) Traffic calming			X
35-507	Utilities		X	
35-508	Impact Fees	X		
Division 3	Landscape and Tree Preservation			
35-510	Buffers	X		
35-511	Landscaping	X		
35-512	Streetscape Planting Standards	X		

VOL 618 Pg 279

35-513	Tree Preservation	X		
35-514	Fences & Walls	X		
Division 4	Lot Layout Height & Density/Intensity Std			
35-515	Lot Layout Regulations		X	
35-516	Setback & Frontage Regulations	X		
35-517	Building Height Restrictions	X		
Division 5	Natural Resource Protection			
35-521	Edwards Aquifer Recharge Protection	X		
35-522	Floodplain Development Standards <sup>1</sup>	X		
35-523	Tree Preservation	X		
Division 6	Parking and Storage Standards			
35-525	Outdoor Storage Standards	X		
35-526	Parking & Loading Standards	X		
35-527	Off-Street Truck Loading Standards	X		
	ARTICLE VI: Historic Preservation & Urban Design	X		
	ARTICLE VII: Vested Rights Nonconforming Use	X		
	ARTICLE VIII: Administrative Agencies	X		

VOL 618 PG 280

Note 1. Procedures for the administration and enforcement of regulations pertaining to flood plains shall be in accordance with the Interlocal Agreement between the City, the County, and the San Antonio River Authority establishing the Regional Flood Control Management Program.



## **A-7 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. COUNTY and 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. CITY will employ juvenile case managers in accordance with Art. 45.056, Code of Crim. Procedure, 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. 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 Procedure, 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. 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). CITY shall provide 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 Procedure. CITY will also provide 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 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.



## **A-8 FIRE SERVICES AND INSPECTIONS**

### **SECTION I** **SERVICES**

#### **BEXAR COUNTY RESPONSIBILITIES**

##### **Obligations of the County:**

1.01 The COUNTY shall use a person(s) designated by the BCFM who is employed by the COUNTY and who has been certified by the Texas Commission on Fire Protection as an Inspector to provide the following services (the "Services"):

- a. Conduct all annual Fire/Code/Life Safety inspections on all COUNTY owned facilities regardless of location;
- b. Notify the City of San Antonio's Fire Marshal's Office if a fire protection system is or becomes inoperable in any COUNTY owned building. If a fire watch is required, the COUNTY will provide those services.
- c. Provide fire watch/fire inspection duties for all Bexar County sponsored/organized mass gathering events in/on COUNTY properties with the exception of food booth and pyrotechnic permits within the city limits of San Antonio and fire watch/fire inspection duties for all events in the AT&T center. Including but not limited to: COUNTY parks, parking lots, Freeman Coliseum, expo halls, to include the San Antonio Stock Show & Rodeo using these facilities, etc.
- d. Make all floor plans available to CITY/SAFD staff as requested for pre-fire building plan purposes for all county buildings located within CITY's jurisdiction.
- e. Notify SAFD of all mass gatherings events located in/on Bexar County properties which are located within the corporate limits of San Antonio and coordinate with CITY and other relevant CITY agencies (e.g. SAMHD, Solid Waste, etc.) during those events;
- f. Review and permit all new commercial/industrial construction plans and any other plans which require review by a fire marshal and/or building or fire code official for all COUNTY owned facilities within the city limits of San Antonio in accordance with State law.

- g. Review and permit all commercial/industrial occupancy construction plans and any other plans which require review by a fire marshal and/or building or fire code official and conduct all annual fire/code/life safety inspections for all commercial/industrial occupancies located in unincorporated COUNTY, to include areas covered by CITY non-annexation and development agreements, but not including occupancies that are located in limited-purpose annexation areas of the CITY.
- h. Submit for and maintain annually the City's Hazmat permit of all applicable county buildings located within the City of San Antonio.
- i. COUNTY shall comply with the non-building and fire code provisions of the City's development regulations, such as but not limited to, trees, energy code, mechanical, electrical, plumbing, etc.

### **CITY OF SAN ANTONIO RESPONSIBILITIES**

#### **Obligations of the CITY:**

##### **1.01 The CITY shall:**

- a. Provide all pyrotechnic permits for any event requesting them at locations located within the CITY limits and maintain personnel throughout the entire show where pyrotechnics are utilized; and
- b. Provide fire watch duties at all events held in the AT&T Center to include the portion of the San Antonio Stock Show & Rodeo held in the AT&T Center.
- c. Review and permit all one and two family residential occupancy construction plans and any other plans which require review by a fire marshal and/or building or fire code official and conduct all annual fire/code/life safety inspections for all one and two family residential occupancies located in areas in unincorporated COUNTY that are covered by CITY non-annexation and development agreements and in areas that are covered under limited-purpose annexation agreements.
- d. Review and permit all outdoor food booths as required by adopted codes and standards within the city limits of San Antonio.

### **SECTION II** **CONTACT PERSONS**

- A. COUNTY appoints COUNTY's Fire Marshal as its contact person ("Contact Person"). The COUNTY Fire Marshal is Louis Chris Lopez III whose office address is: 9810 Southton Road, San Antonio, Texas 78233 and email address is: LCLopez@bexar.org. COUNTY may change its Contact Person at any time and must provide CITY with written notice of the change pursuant to Article XII of the Agreement.



- B. CITY appoints CITY's Fire Chief as its contact person with regard to the services to be performed herein. The CITY Fire Chief is Charles Hood whose address is: 315 South Santa Rosa, San Antonio, Texas 78207. The email address of the Contact Person is Charles.Hood@sanantonio.gov. CITY may change its contact person at any time and must provide COUNTY with written notice of the change pursuant to Article XII of the Agreement.

## **A-9 FOOD SERVICES AND PERMITTING**

### **SECTION I SERVICES**

#### **BEXAR COUNTY RESPONSIBILITIES**

##### **Obligations of the COUNTY:**

1.01 The COUNTY shall use a person(s) designated by Environmental Services who is employed or contracted by the COUNTY and who has been licensed/certified by the Texas Department of Licensing and Registration and Sanitarian to provide the following services (the "Services"):

- a. Review and permit all food services establishments located in unincorporated COUNTY, to include areas covered by CITY non-annexation and development agreements, but not including occupancies that are located in limited-purpose annexation areas of the CITY.

#### **CITY OF SAN ANTONIO RESPONSIBILITIES**

##### **Obligations of the CITY:**

1.01 The CITY shall:

- a. Conduct all annual food services inspections and provide permits within the entirety of incorporated CITY to include COUNTY owned facilities; and
- b. Review and permit all new food services building plans within the entirety of incorporated CITY to include COUNTY owned/leased facilities;

### **SECTION II CONTACT PERSONS**

- A. COUNTY appoints COUNTY's Director of Environmental Services as its contact person ("Contact Person"). The Contact Person is Andrew Winter whose office address is: 1948 Probandt Road, San Antonio, Texas 78214 and email address is [awinter@bexar.org](mailto:awinter@bexar.org). COUNTY may change its Contact Person at any time and must provide CITY with written notice of the change pursuant to Article XII of the Agreement.
- B. CITY appoints CITY's Director of Metropolitan Health District as its contact person with regard to the services to be performed herein. The contact person is Jennifer Herriott, whose office address is: 111 Soledad, Suite 1000, San Antonio, Texas 78205. The email address of the contact person is [Jennifer.Herriott@sanantonio.gov](mailto:Jennifer.Herriott@sanantonio.gov). CITY may change its contact person at any time and must provide COUNTY with written notice of the change pursuant to Article XII of the Agreement.



## **A-10 JOINT AGREEMENT FOR CITY MAGISTRATION**

### **CITY OF SAN ANTONIO AND**

### **BEXAR COUNTY**

#### **JOINT AGREEMENT FOR CITY MAGISTRATION**

THIS AGREEMENT is entered into by and between the following parties: the City of San Antonio, a Home Rule City primarily located in Bexar County, Texas, hereinafter referred to as "City", and Bexar County, Texas a political subdivision of the State of Texas, hereinafter referred to as "County".

WHEREAS, City and County have each determined that it would be mutually beneficial for City to provide Magistration for the JIAA operated by County; and

WHEREAS, City and County are authorized to enter into this agreement by TEX. GOV'T. CODE ANN, Ch 791;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, City and County agree as follows:

#### **1.0 Effective Date, Term, and Termination**

- 1.1 Effective Date - This agreement shall have an effective date of May 1, 2019.
- 1.2 Term - The term of this agreement shall commence on May 1, 2019, and shall continue through January 1, 2020, unless earlier terminated by either party in accordance with this Agreement or applicable law. The term of this Agreement may also be referred to as the "FY 19" Term.

#### **2.0 Definitions. As used in this Agreement:**

- 2.1 "AAPC" means Arrestee Administrative Processing Center located at 401 S. Frio St., San Antonio, Texas;
- 2.2 "JIAA" means the Justice Intake and Assessment Annex located at 200 N. Comal St., San Antonio, Texas;
- 2.3 "Magistration" means the performance of that duty of a Texas magistrate to inform an arrestee of accusations and rights, admit bail as provided by law, issue commitment orders, review probable cause affidavits for arrest and search warrants, issue protective orders, and other matters authorized by law. A prisoner has been "magistrated" on a charge when, following arrest on the charge, he or she has been taken before a magistrate who has performed the duties prescribed by Art. 15.17 of the Texas Code of Criminal Procedure with regard to said charge.

**3.0 Judicial Administration.**

- 3.1 It is agreed that the City will provide magistration of persons arrested by a law enforcement agency and transported to the JIAA. It is also agreed that the City shall provide all the support services for the City's magistration duties, including but not limited to, interpreter services. Notwithstanding the foregoing, both parties to this agreement acknowledge that the Justices of the Peace, County Court At Law Judges, District Court Judges other judges and certain other officials retain the powers of their respective offices to provide magistration in the event these services are needed in lieu of magistration by City's Municipal Court Judges.
- 3.2 City magistrates shall provide magistration services at the AAPC 24 hours per day, seven days a week. Courtroom activities shall be given priority by magistrates.
- 3.3 City and County agree that the Bexar County District Clerk's Office shall prepare all documents and orders for City magistrates review and approval for arrestees transported to the JIAA as described in 3.1.
- 3.4 City and County agree that the County at its sole expense will provide video services and equipment for the City magistrates to use during the magistration process of arrestees located at the JIAA.
- 3.5 City and County agree to cooperate in a procedure for the filing of criminal cases into the appropriate court having jurisdiction of the offense. City and County acknowledge that the Municipal Court and its Clerk will not maintain custody of documents filed in cases that are higher than Class C Misdemeanors.

**4.0 County Payments to City.**

- 4.1 Cost Model - County and City agree that the amounts to be paid by County to City pursuant to this agreement shall be computed in accordance with the Cost Model attached hereto as Exhibit A and made a part thereof. A Cost Model showing amounts for FY 19 is attached hereto as Exhibit A and made a part thereof.
- 4.2 Term - For and in consideration of the services to be rendered by City pursuant to this Agreement, County shall pay the City the total sum of \$294,455, per annum which is to be prorated month to month beginning one month after the effective date of this Agreement.

**5.0 Notices**

- 5.1 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.

- 5.2 CITY appoints Presiding Judge John Bull as its Contact Person with regard to the services to be performed herein. The Contact Person's street address is 401 S. Frio Street, San Antonio, Texas 78207 and email address is John.Bull@sanantonio.gov. CITY may change its Contact Person at any time and must provide COUNTY with written notice.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF BEXAR**

By: 

David L. Smith,  
County Manager/Budget Officer

APPROVED AS TO LEGAL FORM:

  
Larry L. Roberson

District Attorney's Office  
Civil Division Chief