

ORDINANCE

2019-11-07-0919

**APPROVING AN AMENDMENT TO THE EXISTING MASTER
INTERLOCAL AGREEMENT WITH BEXAR COUNTY TO
UPDATE AGREED UPON CONTRACT REQUIREMENTS,
DELIVERABLES, AND COMPENSATION AMOUNT FOR
LIBRARY SERVICES.**

* * * * *

WHEREAS, since 1936, Bexar County and City of San Antonio have entered into an agreement, which provides for Bexar County to pay the City of San Antonio a fee so Bexar County residents who reside outside of the City of San Antonio may access all the services and resources of the San Antonio Public Library; and

WHEREAS, this agreement between Bexar County and the City of San Antonio has been renegotiated multiple times and has been in place over 80 years; and

WHEREAS, a Master Interlocal Agreement (MILA) was developed in 2013 to consolidate agreements and contract requirements, deliverables, and compensation amounts for multiple City services including Library services, each service being addressed in a separate Addendum; and

WHEREAS, the final renewal period of the 2013 MILA expired on September 30, 2018, with the exception of the Library section, which expired in September 2019; and

WHEREAS, the existing MILA is now scheduled to expire September 30, 2023; and

WHEREAS, City and County staff have agreed to extend and update the terms of the Library section of the MILA as part of this requested action; and

WHEREAS, the Library agreement details the mutual services provided by the San Antonio Public Library and BiblioTech to the residents of the City of San Antonio and Bexar County; and

WHEREAS, the City provides access to all the services of the Library System to County residents, including residents of municipalities other than the City of San Antonio located within the jurisdiction of the County; and

WHEREAS, BiblioTech provides digital library services to all Bexar County residents; and

WHEREAS, the City agrees that services of the Library System provided to residents of the County shall be the same services provided to City of San Antonio residents; and

WHEREAS, The agreed upon annual fee for each one-year renewal term of this agreement is \$2,584,028.95; and

WHEREAS, the Library Board of Trustees, having policy oversight for the Library department, have been consulted during the negotiations with Bexar County by Assistant City Manager Lori Houston and Library Director Ramiro S. Salazar; and

WHEREAS, Bexar County approved the amendment to the ILA at their October 15, 2019 County Commissioner's Court meeting. The amendment combines the Library services Addendum with a separate Addendum related to Services in Military Protection Areas, which was previously approved by City Council through ordinance No. 2019-09-19-0766; and

WHEREAS, this action will have no impact on that previously approved Addendum; **NOW THEREFORE**:

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

SECTION 1. City manager or designee is hereby authorized to execute the Amendment to the Master Interlocal Agreement (MILA) between the City of San Antonio and Bexar County which extends the current terms and payment throughout each renewal term until September 30, 2023. A Copy of the Amendment in substantially final form is hereby attached as **Attachment I**.

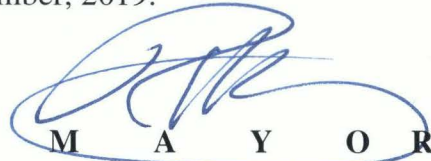
SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 204000000526, and General Ledger Account 4301100.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

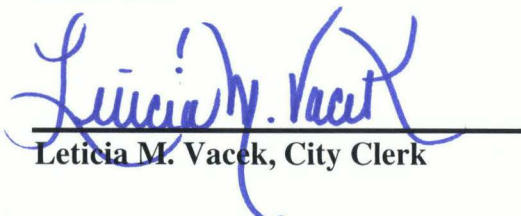
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and 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.

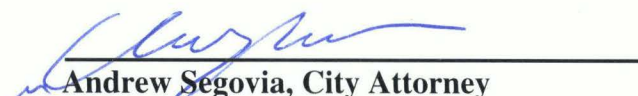
PASSED AND APPROVED this 7th day of November, 2019.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

| Agenda Item: | 27 (in consent vote: 5, 6, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29) | | | | | | |
|------------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Date: | 11/07/2019 | | | | | | |
| Time: | 09:42:59 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | Ordinance approving an amendment to the existing Master Interlocal Agreement with Bexar County to extend the term of the library services addendum to September 30, 2023, for an annual fee of \$2,584,028.95.[Lori Houston, Assistant City Manager; Ramiro Salazar, Director, Library] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ron Nirenberg | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | | |
| Jada Andrews-Sullivan | District 2 | | x | | | x | |
| Rebecca Viagran | District 3 | | x | | | | |
| Adriana Rocha Garcia | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | x | | | | | |
| Melissa Cabello Havrda | District 6 | | x | | | | |
| Ana E. Sandoval | District 7 | | x | | | | |
| Manny Pelaez | District 8 | | x | | | | |
| John Courage | District 9 | | x | | | | x |
| Clayton H. Perry | District 10 | | x | | | | |

SW/ah
11/7/19
Item #27

ATTACHMENT I

ATTACHMENT I

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

This First Amendment to the Amendment and Restatement of Master Interlocal Agreement between the City of San Antonio and Bexar County (the “**Amendment**”) is made and entered into by and between the City of San Antonio (“**CITY**”), a Texas Home Rule Municipality, and the County of Bexar (“**COUNTY**”), a political subdivision of the State of Texas. CITY and COUNTY may collectively be referred to as the “**Parties**,” and singularly as a “**Party**.” This Amendment 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, the CITY and COUNTY previously entered into a Master Interlocal Agreement dated as of September 11, 2018 which included Addenda A-1, A-2, A-3, A-4, A-5, A-6, and A-7, as such were subsequently modified (collectively, the “**Master ILA**”); and

WHEREAS, on June 4, 2019, the Parties entered into an Amendment and Restatement of Master Interlocal Agreement which amended and replaced the Master ILA, by adding three (3) new addendums (i.e., A-8, A-9, and A-10) (collectively, the “**A&R Master ILA**”); and

WHEREAS, the term of the Library Services contemplated under Addendum A-5 to the A&R Master ILA was set to expire automatically on September 30, 2019 (the “**Original LS Expiration Date**”); and

WHEREAS, as permitted under the terms of the A&R Master ILA, the Parties desire to extend the term of those the Library Services beyond the Original LS Expiration Date for a period of four (4) additional, one-year renewal periods; and

WHEREAS, the CITY and COUNTY have conducted federal Joint Land Use Studies for area military installations which have recommended actions that will best protect the missions of those military installations; and

WHEREAS, the COUNTY voters chose to have land use controls rather than annexation in areas around Lackland AFB and Camp Bullis in a November 2018 election ordered by the City of San Antonio; and

WHEREAS, the City of San Antonio has added a section to the Unified Development Code to address Extra Territorial Jurisdiction Military Protection Areas which are located within the CITY’s covered jurisdiction in an effort to protect the missions of military installations; and

WHEREAS, the governing bodies of CITY and COUNTY believe it is in the best interest of the Parties for each to (a) continue to perform and provide the services described in Addenda

A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, and A-10 to the A&R Master ILA, (b) extend the term of the Library Services contained in Addendum A-5, and (c) add Addendum A-11 which details the respective responsibilities for CITY and COUNTY within the Extra Territorial Jurisdiction Military Protection Areas.

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

ARTICLE I
“ARTICLE IV TERM” OF THE MASTER ILA IS
HEREBY AMENDED TO READ AS FOLLOWS

1.01 Section 4.01 of the A&R Master ILA is deleted in its entirety and revised to read as follows:

“4.01 The initial term of this Agreement is for one (1) year, commencing on October 1, 2018 and terminating on September 30, 2019 (the “**Initial Term**”). Subject to the provisions contained in Section 4.02 of this Agreement, upon the expiration of the Initial Term, the Parties may renew the Agreement for up to four (4) separate, 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.”

1.02 Section 4.02 of the A&R Agreement is deleted in its entirety.

1.03 Section 4.03 of the A&R Agreement is renumbered “4.02”, but otherwise remains unchanged.

ARTICLE II
DOCUMENTS INCORPORATED AS ADDENDA

2.01 The version of Addendum A-5 which was originally attached to and made a part of the A&R Master ILA is hereby deleted in its entirety as of the effective date of this Amendment and replaced with a revised Addendum A-5, a copy of which is attached to this Amendment and made a part of the A&R Master ILA for all purposes.

2.02 A copy of Addendum A-11, which sets forth the respective responsibilities for CITY and COUNTY within the Extra Territorial Jurisdiction Military Protection Areas, is attached to this Amendment and made a part of the A&R Master ILA as of the effective date of this Amendment.

ARTICLE III
MULTIPLE COUNTERPARTS

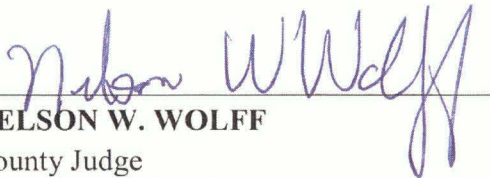
- 3.01 This Amendment may be executed in several counterparts by the Parties and each counterpart, when so executed and delivered, shall constitute an original instrument and each such separate counterpart shall constitute one instrument.

ARTICLE IV
OTHER TERMS AND CONDITIONS

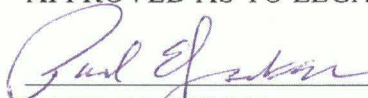
- 4.01 Except as modified herein, all other terms, conditions, and provisions contained in the A&R Master ILA shall remain in full force and effect and unabated.

{The remainder of this page shall remain blank.}


COUNTY OF BEXAR


NELSON W. WOLFF
County Judge
10-15-19

APPROVED AS TO LEGAL FORM ONLY:


PAUL JACKSON
Assistant Criminal District Attorney -
Civil Section

APPROVED AS TO FINANCIAL CONTENT ONLY:


LEO CALDERA, CIA, CGAP
County Auditor


DAVID SMITH
County Manager

CITY OF SAN ANTONIO, TEXAS

ERIK WALSH

City Manager

ATTEST:

LETICIA VACEK

City Clerk

APPROVED AS TO LEGAL FORM:

ANDY SEGOVIA

City Attorney

A-5 LIBRARY

Section I **Services**

A. Definitions

1. The following term used in this **Addendum A-5** 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 the Amendment and Restatement of Master Interlocal Agreement to which this **Addendum A-5** is attached and made a part thereof (the "**A&R Master ILA**"), 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 the A&R Master ILA, 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 COUNTY's Commissioners Court any publicly available Board of Trustee Agendas, Minutes or other materials, by electronic means if customary and convenient.
- F. 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's Commissioners Court regarding:
 1. Programs and services which the Library System currently provides to the public within both the boundaries of the CITY and COUNTY;
 2. Review of the building plans for future library facilities within either the CITY or COUNTY, if any;
 3. Review of significant future programmatic changes regarding any library services or affected library facilities, if any;

4. Review of the status and progress of any Additional Service Requests which COUNTY may have made and funded; and
 5. Extraordinary circumstances affecting the condition and funding needs of the Library if any exist.
- G. 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.

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.

- H. 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.
- I. 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.
- J. 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 Services provided in this **Addendum A-5** shall be \$2,584,028.95 which will be invoiced to COUNTY by CITY by the tenth day of each month in twelve (12) equal installments, commencing November 1, 2019 and continuing throughout each Renewal Term.

The Parties understand and agree that the COUNTY's sole 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 BiblioTech as its contact person ("Contact Person") with regard to the services to be performed under this **Addendum A-5**. 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 A&R Master ILA
- B. CITY appoints CITY's Director of the San Antonio Public Library as its Contact Person with regard to the services to be performed under this **Addendum A-5**. 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 A&R Master ILA.

A-11 SERVICES IN MILITARY PROTECTION AREAS

Section I **Services**

This **Addendum A-11** to the Amendment and Restatement of Master Interlocal Agreement between CITY and COUNTY (the “**A&R Master ILA**”) establishes the division of responsibilities between CITY and COUNTY for management of platting and land use controls within the CITY’s Extraterritorial Jurisdiction – Military Protection Areas (collectively, the “**ETJMPA**”s).

A. In this **Addendum A-11**, the term “Certificate of Compatibility” means a certificate issued by CITY’s Development Services Department, confirming that a structure or project located or to be located within an Extraterritorial Jurisdiction Military Protection Area has been determined to be in compliance or compatible with the land use control regulations set forth in Article IX of the CITY’s Unified Development Code.

B. CITY’s Responsibilities:

1. Review all proposed construction activity for compliance with applicable ETJMPA regulations prior to a permit being issued.
2. Receive all payments for ETJMPA Certificate of Compatibility reviews, inspections, and other associated applications for ETJMPA regulations (i.e., Land Use Plan Amendments or Variances).
3. Issue a Certificate of Compatibility to customers for compliant projects prior to either the issuance of a building permit from the Bexar County Fire Marshal’s Office or commencement of construction activity. For those instances where construction activity begins prior to obtaining a building permit or Certificate of Compatibility, CITY will review the construction activity and may issue a Certificate of Compatibility if the project is compliant with all applicable ETJMPA regulations (**).
4. Inspect ETJMPA-related construction activities for compliance with an issued Certificate of Compatibility (**).

***NOTE: CITY will NOT inspect, comment on, or answer questions related to building or development code issues in the ETJMPA’s which are not specifically referenced in the Certificate of Compatibility.

5. Provide platting reviews for applicable ETJMPA regulations relating to density.
6. Provide Code Enforcement services in the ETJMPA’s for violations of applicable ETJMPA regulations.

7. Provide case management for ETJMPA regulations.

C. COUNTY's Responsibilities:

1. For projects in the ETJMPA's, the Bexar County Fire Marshal's Office will only issue building permits to those projects with a valid Certificate of Compatibility.
2. The Bexar County Fire Marshal's Office will forward all requests for inspection of building elements related to the ETJMPA Certificate of Compatibility to CITY's Development Services Department.
3. The Bexar County Fire Marshal's Office will only issue Certificates of Occupancy to projects in the ETJMPA which have passed inspection by CITY's Development Services Department for compliance with the ETJMPA Certificate of Compatibility.
4. The Bexar County Fire Marshal's Office and/or Bexar County Public Works Department will notify CITY's Development Services Department's Code Enforcement office of observed or reported violations of the applicable ETJMPA regulations for investigation

Section II
Contact Persons

- A. COUNTY appoints the COUNTY's Chief Inspector as its contact person ("Contact Person") with regard to the services to be performed under this **Addendum A-11**. COUNTY's Contact Person is David Brewer, whose street address is 9810 Southton Road, San Antonio, Texas 78233 and email address is dbrewer@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 A&R Master ILA.
- B. CITY appoints CITY's Assistant Director, Department of Development Services - Land Development as its Contact Person with regard to the services to be performed under this **Addendum A-11**. CITY's contact person is Melissa Ramirez, whose street address is 1901 South Alamo Street, San Antonio, Texas 78204 and email address is Melissa.Ramirez@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 A&R Master ILA.