



# City of San Antonio

## Agenda Memorandum

**File Number:**18-6478

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**Agenda Item Number:** 34.

**Agenda Date:** 12/13/2018

**In Control:** City Council A Session

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**DEPARTMENT:** Government & Public Affairs

**DEPARTMENT HEAD:** Jeff Coyle

**COUNCIL DISTRICT(S) IMPACTED:** City Wide

**SUBJECT:** Master Interlocal Agreement with Bexar County

### SUMMARY:

This item is to request ordinance passage approving a Master Interlocal Agreement (MILA) between the City of San Antonio and Bexar County. The Master Interlocal Agreement contains contract requirements, deliverables and compensation methodology for various services, to include: Cooperative Purchasing; Crime Lab; Hotel Occupancy Tax Collection; Jury Pool; Library; Development Services-Platting; and Truancy Case Management. The term of this agreement is for one year, commencing on October 1, 2018 and terminating on September 30, 2019. Upon expiration of the initial term, the City and County may renew the agreement for four additional one-year terms, which will renew automatically unless either party provides written notice to the other party of its intent not to renew within 120 days of the end of such term.

### BACKGROUND:

For many years Bexar County and the City of San Antonio have entered into interlocal agreements to coordinate mutually beneficial services. A Master Interlocal Agreement (MILA) was developed in 2013 to consolidate agreements for services in: Animal Care, Cooperative Purchasing, Crime Lab/Medical Examiner, Platting, Fuel, Jury Pool, Library, Magistration, and Hotel Occupancy Tax collection. Subsequent to the creation of the agreement, City Council approved the addition of a truancy case management program in May 2014, and amendments to the Library addendum in October 2014 and May 2015, extending service until 2019. In April 2016, the County notified the City that it desired to make additional amendments to Crime

Lab/Medical Examiner, Magistrate, Hotel Occupancy Tax, and Truancy, and negotiated amendments were approved by City Council in March 2017.

The final renewal period of the 2013 MILA expired on September 30, 2018, with the exception of the Library component added which expires in September 2019. City and County staff began reviewing potential changes to the MILA during the summer and have agreed upon the removal of several services no longer necessary and a new agreement to include the following services: Cooperative Purchasing, Crime Lab, Hotel Tax Collection, Jury Pool, Library, Platting, and Truancy.

#### *A. Cooperative Purchasing*

The City and County routinely procure goods and services using solicitation methods required or permitted by state law, and the charter and ordinances of each entity. The City or County may, from time to time, include a provision in solicitation and contracts allow the other 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 entity shall make all purchase contract documents available to the riding entity, which shall be directly responsible for payment to the vendor. The riding entity pays \$100 to the party conducting the procurement process.

#### *B. Crime Lab*

Authorizes the County to provide forensic science services to the San Antonio Police Department (SAPD) and includes a fee schedule related to the services provided by the Bexar County Criminal Investigation Laboratory. The services provided to the City by the crime lab include storing all physical evidence, samples and firearms, training on processes and procedures of CIL, and results being completed or notification of request being rejected. City pays County on a fee per use of services provided based on the established fee schedule, the estimated payment to the county is approximately \$3.5 million per year.

#### *C. Hotel Occupancy Tax Collection*

The agreement allows the City to provide the tax collection services for the hotels and Short Term Rentals located in the County. The County authorizes and designates the City as its tax collector for the purposes collecting Hotel Occupancy Tax. Estimated fee to the County for providing this service is approximately \$120,000 per year, deducted from the gross amount collected for the County.

#### *D. Jury Pool*

The agreement allows the County to 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. on any Thursday for which the County has a jury pool and, upon request by the City, impanel jurors for Municipal Court. The County shall transport jurors to the Frank Wink Municipal Court Building, prepare juror payments, maintain juror service history and provide information to individuals who have questions regarding jury service. City pays a per use fee to the county of \$12.00 per individual, totaling approximately \$6,500 per year.

#### *E. Library*

The 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. The City provides 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. Bibliotech provides digital library services to all Bexar County residents. The City agrees that services of the Library System provided to residents of the County shall be similar to the services provided to City of San Antonio residents. County fee for FY 2019 is \$2,584,028.95.

#### ***F. Platting***

The agreement provides that subdivision platting in the ETJ will be in accordance with the standards and procedures contained in the Unified Development Code of the City, Chapter 35 of the City Code of San Antonio, Texas, ("Unified Development Code") unless stipulated otherwise in the Agreement. The 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 fees for recording the approved plat with County Clerk. The City and County will be co-approval agents for platting in the ETJ. Each party pays for its own costs.

#### ***G. Truancy Case Management Program***

The agreement continues the uniform truancy case management program. The program facilitates the effective management of offenses brought under Section 25.094, Texas Education Code (Failure to Attend School) and Section 25.093, Texas Education Code (Parent Contributing to Nonattendance) to address truancy's impact on educational opportunities and provides for a Juvenile Case Management Program managed by the City. Municipal and County Court fees authorized by the State help fund the case management program. The County provides its accrued court fees dedicated to this program to the City in an amount of \$300,000 - \$395,000 per year.

#### **ISSUE:**

For decades the City of San Antonio and Bexar County have entered into interlocal agreements through which they provide services to each other. Since 2013 a Master Interlocal Agreement has been in place, consolidating several services into one agreement. The current MILA expired on September 30, 2018, the proposed agreement will continue the City's policy of cooperation and coordination with partners to provide needed services to the community.

#### **ALTERNATIVE:**

If the proposed Master Interlocal Agreement is not approved, the City and County could enter into separate agreements for each of the services included in the master agreement.

#### **FISCAL IMPACT:**

The proposed agreement will generally continue the same level of costs and revenues as existed in the previous agreement, with only a .15 percent increase to the fee charged to the County for HOT collection.

#### ***A. Cooperative Purchasing***

County shall pay City the fee established by Section 2-18 of the Code of Ordinances of the City of San Antonio, as hereafter amended, for outside governmental entities or agencies that desire to use City contracts.

***B. Crime Lab***

The City and County agree to the Crime Laboratory Fee Schedule as provided in Attachment I, A-2.

***C. Hotel Occupancy Tax Collection***

The County shall pay the City a sum equal to .65 percent of the gross Hotel Occupancy Tax (HOT) collections made under this Agreement in a calendar year.

***D. Jury Pool***

The City shall reimburse the County on a semi-annual basis, beginning October 1, 2018, a fee of \$12.00 per juror. This amount will cover the jury fee set forth in Texas Government Code §61.001, as well as an administrative fee that includes all actual expenses incurred by County.

***E. Library***

The Library System Annual Fee for the term of this Agreement (FY 2018-2019) for services provided shall be \$2,584,028.95.

***F. Platting***

The City and County agree and understand that each shall be responsible for its own costs and expenses necessary to fulfill its responsibilities under this Agreement. City and County agree that there will be periodic reviews of fees associated these services by both Parties, and any fee schedules or costs are subject to change.

***G. Truancy***

The City will collect court costs to be deposited into its Juvenile Case Manager Fund, created pursuant to Articles 102.0174 and 102.015, Code of Criminal Procedure, to finance expenses related to the program.

**RECOMMENDATION:**

Staff recommends approval of the Master Interlocal Agreement with Bexar County