

AN ORDINANCE 2013-08-15-0543

**APPROVING A ONE-YEAR MASTER INTERLOCAL AGREEMENT WITH BEXAR COUNTY FOR ANIMAL CARE, COOPERATIVE PURCHASING, CRIME LAB/MEDICAL EXAMINER, PLATTING, VITAL STATISTICS, FUEL, JURY POOL, LIBRARY, MAGISTRATION, AND HOTEL OCCUPANCY TAX COLLECTION SERVICES, WITH FOUR ONE-YEAR EXTENSIONS.**

\* \* \* \* \*

**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, including animal care, cooperative purchasing, Crime Lab/Medical Examiner, platting, vital statistics, fuel, jury pool, library, magistration and hotel occupancy tax collection (“Services”); and

**WHEREAS**, this proposed Master Interlocal Agreement (“Agreement”) consolidates existing interlocal agreements between the City and County for the Services into one document and clarifies and modifies the provision of certain Services; **NOW THEREFORE:**

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

**SECTION 1.** The terms and conditions of a one- year Master Interlocal Agreement with Bexar County, with four one-year extensions, are authorized and approved. The City Manager or her designee is authorized to execute the Agreement. A copy of the Agreement, in substantially final form, is attached to this Ordinance as **Exhibit I**.

**SECTION 2.** Funds generated by this Ordinance will be deposited and appropriated upon adoption of the Fiscal Year 2014 Budget.

**SECTION 3.** Funding for this Ordinance will be appropriated as part of the Fiscal Year 2014 Budget and is contingent upon City Council approval of such 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.

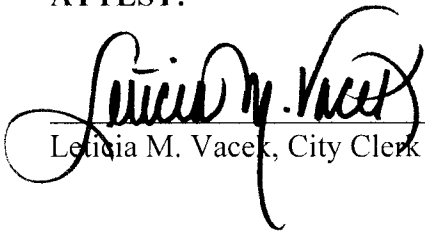
**SECTION 5.** This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

**PASSED AND APPROVED** this 15<sup>th</sup> day of August, 2013.



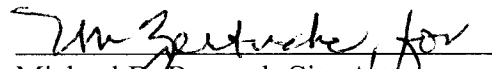
M A Y O R  
Julián Castro

**ATTEST:**

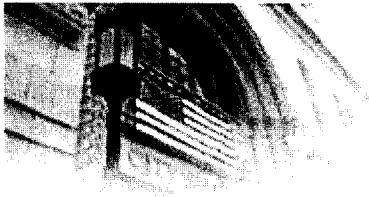


\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

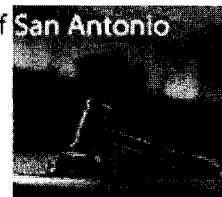


\_\_\_\_\_  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
 ACTION

City of San Antonio



## Agenda Voting Results - 20

<b>Name:</b>	20						
<b>Date:</b>	08/15/2013						
<b>Time:</b>	10:41:07 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving a one-year Master Interlocal Agreement with Bexar County for Animal Care, Cooperative Purchasing, Crime Lab/Medical Examiner, Platting, Vital Statistics, Fuel, Jury Pool, Library, Magistration, and Hotel Occupancy Tax Collection Services, with four one-year extensions. [Carlos Contreras, Assistant City Manager; Jeff Coyle, Director, Intergovernmental Relations]						
<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>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

## **EXHIBIT “I”**

Attachment  
I

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

This City-County Master Interlocal Agreement (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 hereby appoints the Chief of Staff to the County Manager as its designated representative (“**Designated Representative**”). Additionally, COUNTY designates each individual named in the attached Addenda as the contact person for the services provided under that 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 hereby appoints its Director of Intergovernmental Relations as its designated representative (“**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**

3.02 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, 2013 and terminating on September 30, 2014. Upon expiration of the initial term, the Parties may renew the Agreement for four additional one-year terms, and each renewal period begins automatically upon the expiration of the prior term, unless one of the Parties gives the other party written notice of its desire not to renew the Agreement at least one hundred and twenty (120) days prior to the expiration of such term.

4.02 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 thereto, shall be deemed to be incorporated herein by reference.

## **ARTICLE VII** **CHARGES**

7.01 Each Addendum will specify 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) County Auditor at Paul Elizondo Tower, 101 W. Nueva, Suite 800, San Antonio, Texas 78205; and (2) Chief of Staff, Office of the County Manager, Paul Elizondo Tower, 101 West Nueva, Suite 900, 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: County Auditor at Paul Elizondo Tower, 101 West Nueva St., 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, subject to the provisions of Addendum A-7, Sections VI (C) and (D).

**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 (2) 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

With copy to:                   Chief of Staff  
Office of the County Manager  
Paul Elizondo Tower  
101 West Nueva, Suite 900  
San Antonio, Texas 78205  
Email Address: 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 3.02.

**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 hereafter 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 hereafter constitute Addenda executed pursuant to the terms and conditions of this Agreement:

- |     |                           |      |                            |
|-----|---------------------------|------|----------------------------|
| A-1 | Animal Care               | A-6  | Library                    |
| A-2 | Cooperative Purchasing    | A-7  | Crime Lab/Medical Examiner |
| A-3 | Platting                  | A-8  | Fuel                       |
| A-4 | Vital Statistics Services | A-9  | Magistrate                 |
| A-5 | Jury Pool                 | A-10 | Hotel Tax                  |

**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.

**COUNTY OF BEXAR**

**CITY OF SAN ANTONIO, TEXAS**

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**NELSON W. WOLFF**  
County Judge

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**SHERYL SCULLEY**  
City Manager

*Signatures continue on following page*



ATTEST:

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**GERRY RICKHOFF**  
County Clerk

APPROVED AS TO LEGAL FORM:

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**SUSAN D. REED**  
Criminal District Attorney  
Civil Section

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**PATRICIA G. PROWSE**  
Assistant Criminal District Attorney  
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

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**SUSAN YEATTS**  
County Auditor

---

**DAVID SMITH**  
County Manager

ATTEST:

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**LETICIA VACEK**  
City Clerk

APPROVED AS TO LEGAL FORM:

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**MICHAEL BERNARD**  
City Attorney

## **A-1 ANIMAL CARE**

### **Section I Services**

A. CITY and COUNTY agree that CITY's Animal Care Services ("ACS") Director, or his/her designee will no longer serve as the COUNTY's designated local rabies control authority for purposes of Texas Health and Safety Code Chapter 826. CITY will only provide the services set forth below. COUNTY shall be responsible for enforcement and prosecution of any violations of its applicable laws within the unincorporated areas of COUNTY. CITY shall provide the services only in the unincorporated areas of COUNTY. Unless otherwise stated in this Agreement, "animals" refers to cats and dogs.

B. CITY will provide the following services for animals brought to the ACS Facility by COUNTY animal care officers in accordance with the CITY Code:

1. Medical care, including necessary treatments, vaccinations, and spay/neuter surgeries or humane euthanasia; and
2. Impoundment, including housing and food; and
3. Adoption services or transfer to a third-party shelter.

C. COUNTY will deliver animals to the City's Animal Care Facility located at 4710 State Hwy 151 during the hours of field operations Monday through Friday (currently between 7:00 AM to 11:00 PM). CITY will not accept any animals brought to the ACS Facility by COUNTY residents.

D. CITY will issue animal licenses (excluding license enforcement) for owners who reside in unincorporated areas of COUNTY. Owners shall pay the applicable CITY license fee. Upon request, CITY will provide COUNTY licensing records.

E. CITY will not pick up animals in COUNTY. All ACS intakes of COUNTY animals will be through drop off by COUNTY animal care officers.

F. COUNTY shall be responsible for all animal control investigations and enforcement in COUNTY, including but not limited to cases of animal cruelty, neglect, dangerous animals, animal fighting, illegal animal breeding, and animal hoarding.

G. CITY shall accept no more than 11 COUNTY animals per weekday (Monday through Friday) during peak months (April through August) and 10 COUNTY animals per weekday

during the remaining months of the calendar year (COUNTY's Allotment). In the event the ACS Facility has capacity, the CITY will, at its own discretion, accept from the COUNTY the impoundment of additional animals. CITY shall not accept more than 2,400 animals each year. CITY reserves the right to refuse to accept any COUNTY animals in the event the ACS Facility is at capacity as determined by CITY. In the event the ACS Facility is at capacity and unable to accept animals from COUNTY on any given day, the remaining number of animals from COUNTY's Allotment shall roll over and be added into COUNTY's Allotment on a future date when capacity is available.

H. Each weekday at a minimum of twice during the shift of the COUNTY staff performing impoundment services, ACS staff shall email COUNTY staff to provide an estimate of the number of animals ACS anticipates COUNTY can deliver for impoundment that day. The Parties anticipate ACS will have a morning estimate which will be revised later in the day. ACS's staff's estimate is not binding on ACS and is solely for the purpose of assisting COUNTY in determining the number of animals that can be delivered by COUNTY for impoundment that day. Upon reaching capacity, ACS staff shall email COUNTY staff that capacity for the day has been reached so additional animals are not delivered to for impoundment. If COUNTY has any animals in its possession at the time of such communication, COUNTY shall inform CITY that it is in possession of such animals and the animals will be accepted at the ACS Facility, subject to the provisions of Section G of this Addendum.

I. CITY shall return the two animal care vehicles and the four portable radios (with speaker microphones, leather cases and desk chargers) previously supplied by COUNTY on or before September 30, 2013.

## **Section II** **Compensation**

A. COUNTY shall pay CITY an Annual Per Animal Rate (APAR) for the services provided under Section I (B). The APAR shall be determined by taking the Department's prior completed fiscal year's Operating budget minus the Field Service budget divided by the prior completed fiscal year's total number of impoundments. The APAR for the initial term of this Agreement (FY 2014) is \$227.00.

B. COUNTY shall also be responsible for investigations of all animal bites. In the event COUNTY initiates such cases, CITY shall impound and quarantine such animals in accordance with state rabies laws, and invoice COUNTY an additional \$310.00 per animal for the services set forth in Section I (B). Due to the extended quarantine period required, the intake of such animals shall count as two impoundments toward the maximum intake set forth in Section I (G).

C. COUNTY agrees to pay CITY a minimum amount of revenue for animal care services during each month of this Agreement regardless of whether the total amount of services provided is less than the amount of the guaranteed monthly revenue ("guaranteed monthly revenue").

COUNTY shall also be responsible for payment of all fees exceeding the guaranteed monthly revenue requirement. For each year of this Agreement, the guaranteed monthly revenue for a particular month shall be the total amount of all fees invoiced to COUNTY by CITY for the services rendered during the preceding month. The guaranteed monthly revenue for the initial year of this Agreement (FY 2014) for services provided under this Addendum shall be \$45,400.00. The guaranteed monthly revenue for following years shall be calculated by multiplying the APAR by 2,400 and then dividing by 12.

D. Commencing November 2013, CITY shall provide an invoice to the COUNTY, electronically in Adobe PDF format, by the tenth day of each month for the payments due under Sections II (A), (B) & (C) for the preceding month. The invoice shall be accompanied by documentation reflecting: the number of impoundments of COUNTY animals on a daily basis; the number of animals delivered by COUNTY that were rejected due to capacity issues on a daily basis; and the number of bite cases by COUNTY animals that were impounded.

E. For budgeting purposes, on June 1st of each year under this Agreement, CITY will provide COUNTY with a statement for the coming fiscal year's guaranteed monthly revenue.

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

A. COUNTY appoints COUNTY's Director of Environmental Services as its contact person ("Contact Person") with regard to the services to be performed herein. The Contact Person is Andrew Winter, whose street address 233 N. Pecos, Suite 420, San Antonio, Texas 78207, and his email address is 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 XVIII of the Agreement.

B. CITY appoints CITY's Director of Animal Care Services Contact Person with regard to the services to be performed herein. The Contact Person's street address is (INSERT) and their email address is kathy.davis@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 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 means 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 Dan Garza whose street address is 233 N. Pecos, Suite 320, San Antonio, Texas 78207 and email address is dgarza@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-3 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's email address is roderick.sanchez@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 2103352197

BEXAR COUNTY CLERK

007/012

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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	

	(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	Replating without Vacating Preceding Plat		X	
35-440	Amending Plats		X	
35-441	Replating 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			
	(a) Applicability		X	
	(b) Initiation			X
	(c) Completeness Review			X

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	(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	
Division 7	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	
Division 8	Procedures in Airport Overlay District			
35-475	Site Plan in Military Overlay District		X	
Division 9	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	
Division 10	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	

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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</b>				
<b>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</b>				
<b>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</b>				
<b>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			

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	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		

35-513	Tree Preservation	X	
35-514	Fences & Walls	X	
<b>Division 4</b>			
	<u>Lot Layout Height &amp; Density/Intensity Std</u>		
35-515	Lot Layout Regulations		X
35-516	Setback & Frontage Regulations	X	
35-517	Building Height Restrictions	X	
<b>Division 5</b>			
	<u>Natural Resource Protection</u>		
35-521	Edwards Aquifer Recharge Protection	X	
35-522	Floodplain Development Standards	X	
35-523	Tree Preservation	X	
<b>Division 6</b>			
	<u>Parking and Storage Standards</u>		
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	

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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-4 VITAL STATISTICS SERVICES**

### **Section I Services**

A. The existing Interlocal Agreement between CITY and COUNTY covering the San Antonio Metropolitan Health District, effective June 30, 1966, shall be amended to provide that the CITY will record vital statistics for the COUNTY through the SAMHD, or other applicable CITY department, consistent with all applicable state laws. The remainder of the existing Interlocal Agreement will remain in full force and effect.

### **Section II Contact Persons**

A. COUNTY appoints the County Clerk as its contact person (“Contact Person”) with regard to the services to be performed herein. The Contact Person is Gerard Rickhoff whose street address is Bexar County Courthouse, 100 Dolorosa, First Floor, San Antonio, Texas 78205 and email address is [grickhoff@bexar.org](mailto:grickhoff@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 The City Clerk, as its Contact Person with regard to the services to be performed herein. The Contact Person’s email address is [leticia.vacek@sanantonio.gov](mailto:leticia.vacek@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 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, 2013, 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 Schultze, whose street address is Cadena-Reeves Justice Center, 300 Dolorosa, Basement, San Antonio, Texas 78205 and email address is [jschultze@bexar.org](mailto:jschultze@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. The Contact Person's email address is [margarita.garcia@sanantonio.gov](mailto:margarita.garcia@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-6 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, the Library System will provide outreach services, such as the Library System’s current bookmobile 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. 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.

J. 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; therefore, COUNTY's monetary contribution to CITY's library system is subject to change in future years.

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 the initial term of this Agreement (FY 2014) for Services provided in this Addendum shall be \$ \$3,784,028.95 which will be invoiced to COUNTY by CITY by the tenth day of each month in 12 equal installments commencing November 1, 2013. The Library System Annual Fee for any additional terms of this Agreement shall be negotiated by the Parties 120 days prior to any such renewal term.

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

A. COUNTY appoints COUNTY's Director of Special Projects as its contact person ("Contact Person"). The Contract Person is Laura Cole whose street address is Paul Elizondo Tower, 101 W. Nueva St., Suite 900, 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.

## **A-7 CRIME LAB / MEDICAL EXAMINER**

### **Section I Definitions**

A. The following terms used in this Addendum will, unless the context states otherwise, have the meanings set forth below:

1. Presumptive Testing/Test means examinations and/or analysis that are preliminary and may require additional testing to confirm the conclusion. For the purpose of this Addendum, all tests will be considered presumptive, with the exception of 4108, Microscopic Comparison; 4214, DNA Analysis; and 4502, Quantitative.
2. Confirmatory Testing/Test means examinations and/or analysis that require additional time to produce a conclusion. For purposes of this Addendum, confirmatory testing will be defined as: 4108, Microscopic Comparison; 4214, DNA Analysis; 4303, Microscopic Comparison; and 4502, Quantitative.
3. DNA means deoxyribonucleic acid.
4. DNA Testing means comparing biological samples to include or exclude specific individuals.
5. Drug means any controlled substance as defined by federal or state law.
6. Drug I.D. Testing means employing scientific methods to identify controlled substances. For the purpose of this Addendum, drug ID testing does not include the identification of controlled substances in food or food related substances.
7. DRE means a drug recognition evaluation.
8. Trace Evidence means samples of hair, fibers, glass, explosives, gunshot residues, and chemical residues.
9. Trace Evidence Testing means a scientific process employed to identify the sample and, where appropriate, to compare samples in the identification process in a criminal investigation; it does not include Drug I.D., Serology, and Firearms Testing.

**Section II**  
**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 notices 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. CIL shall maintain all necessary certifications required to perform the Services under this Addendum.

F. Within 72 hours of receiving Presumptive Test results, CIL will notify, by e-mail, the SAPD investigating officer of the results.

G. Within 72 hours of a consultation with the SAPD Investigating Officer requesting that Confirmatory Tests be conducted in order to obtain the necessary instructions regarding the Confirmatory Tests or, where required, receipt of the required additional evidence, the CIL will notify, by e-mail, the SAPD Investigating Officer that the CIL has received the necessary Confirmatory Test instructions and additional evidence required to conduct such test.

H. Within 72 hours of a consultation with the SAPD Investigating Officer requesting that Confirmatory Drug Tests be conducted in order to obtain the necessary instructions regarding the Confirmatory Drug Tests or, where required, receipt of the required additional evidence, the CIL will notify, by e-mail, the SAPD Investigating Officer that the CIL has

received the necessary Confirmatory Drug Test instructions and additional evidence required to conduct such test.

I. 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.

J. 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 Attachments I and II shall be deemed non-standard.

K. CITY shall be solely responsible for:

1. Transporting evidence, samples, and firearms to CIL for testing;
2. Retrieval and storage of all evidence samples, including those transported by the Bexar County Medical Examiner's Office ("MEO") to CIL, 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;
4. Providing current e-mail addresses of SAPD investigating officers to CIL; and
5. Having quarterly meetings with MEO/CIL staff; and

### **Section III** **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 Microsoft Excel format. CITY shall pay COUNTY the invoiced fees within 30 days of receipt of the invoice.



Attachment I

BEXAR COUNTY

FY 2013-14 Crime Laboratory Fee Schedule (Effective October 1, 2013)

Description	Code	Fee	Description	Code	Fee
<b>Evidence Clerk Testimony/Hour</b>	4000	80.00	<b>Firearms Testimony or Crime Scene/Hour</b>	4300	110.00
Evidence Registration/ Case	4001	20.00	Powder, Cartridge or Bullet Identification/Item	4301	37.00
Shipping and Handling/Case	4002	37.00	Microscopic Comparison/Item	4303	84.00
Hard or Digital Media Copy of Complete Case File	4005	42.00	Mechanical Evaluation of Weapon or Test Fire/Item	4304	75.00
Evidence Registration Pre-Login/ Case	4006	18.00	Chronograph or Special Testing/Ammunition or Weapon	4305	150.00
			Documentation or Photograph/Case	4307	37.00
<b>Trace Evidence Testimony or Crime Scene/Hour</b>	4100	110.00	Physical Re-Construction/ Item	4311	75.00
Evidence Search or Removal/Item and Lift	4101	37.00	Serial Number Restoration/Number Area	4312	75.00
Microscopic Exam-General/Item	4102	37.00	Repair, Clean-up or Restoration of Firearms/ 0.5 hour	4314	37.00
Microscopic Comparison /Slide	4108	37.00	Toolmark Replication/Tool	4315	18.00
GC/MSD/Sample	4112	75.00			
Analysis by FTIR/Sample	4113	75.00	<b>Drug Identification Testimony or Crime Scene/Hour</b>	4500	110.00
GSR by SEM-EDX/STUB	4114	170.00	Qualitative Analysis / Item	4501	37.00
SEM/EDX Analysis/Hour	4115	170.00	Quantitative Analysis / Item	4502	160.00
Microcrystalline Test or Spot Test/Sample	4118	75.00	Identification by Description / Item	4503	18.00
GSR by Microscopic and Chemical Analysis/Item	4119	75.00	Marijuana: Bulk Handling/Case	4506	37.00
Shoe/Tire Impression Comparison/Item	4120	37.00	Marijuana: Qualitative ID/ Item	4507	37.00
			Marijuana: Seed Germination/Case	4508	18.00
<b>Serology Testimony or Crime Scene /Hour</b>	4200	110.00	Mushrooms or Peyote/ Item	4509	160.00
Evidence Search and Processing/Item	4201	37.00	Hashish/ Item	4514	75.00
Storing Serological Evidence/Item	4202	37.00	Microcrystalline Test/ Item	4515	37.00
Presumptive Testing/Item	4203	32.00	Derivatization/ Item	4516	37.00
DNA Analysis /Sample (Core CODIS Loci or Y-STR)	4214	475.00	Organic Extraction/ Item	4517	37.00
Sexual Assault Evidence Collection Kit	4220	315.00	Clandestine Lab Handling (Qualitative)/Case	4519	37.00
Confirmatory Testing/Item	4221	37.00	Inventory of "Not to be Tested" Evidence/ Submission	4520	18.00

**Section IV**  
**Medical Examiner's Office Services**

- A. The Medical Examiner's Office ("MEO") shall accept, provide receipt for, and store, until testing is completed, all intoxication assault and intoxication manslaughter DWI, DUI, and DRE specimens, subject to the terms of Section VI(C) below.
- B. MEO shall maintain specimens submitted, storing them in an appropriate manner.
- C. MEO shall provide an electronic copy of all toxicology reports to SAPD after completing analysis.
- D. CITY is solely responsible for labeling, packaging, and transporting all specimens to MEO for testing. CITY shall not be responsible for any shipping costs incurred by COUNTY in connection with COUNTY's performance of its obligations under this Agreement.
- E. Training
  - 1. Every three months during the term of this Agreement, MEO will be available for up to 8 hours of training on processes and procedures of MEO, the content of which shall be agreed upon by COUNTY and CITY, and COUNTY shall determine the size, date, time, and location of training.
  - 2. Every three months during the term of this Agreement, MEO will be available to meet with CITY representatives to discuss matters related to this Addendum.
  - 3. CITY shall designate individuals to attend the training.
- F. MEO shall maintain all necessary certifications required to perform the Services under this Addendum.

**Section V**  
**Medical Examiner's Office Compensation**

- A. The Parties agree to the MEO fee schedule set forth in Attachment II which is attached and incorporated into this Addendum for all purposes.
- B. During each contract year of this Agreement, COUNTY may submit to CITY a proposed revision to the MEO 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 MEO fee schedule and execute a letter to the County Manager advising the County Manager of the CITY's approval of the 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

MEO 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 revisions to the MEO fee schedule.

- C. MEO 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 Microsoft Excel format. CITY shall pay COUNTY the invoiced fees within 30 days of receipt of the invoice.



## ATTACHMENT II

### BEXAR COUNTY MEDICAL EXAMINER'S OFFICE

RANDALL E. FROST, M.D.  
CHIEF MEDICAL EXAMINER

7337 Louis Pasteur Drive, San Antonio, Texas 78229-4565  
(210) 335-4053 FAX (210) 335-4052

## FEE SCHEDULE

EFFECTIVE DATE: OCTOBER 01, 2012

Code	Administrative Fees (Analysis/Examination/Service Charge)	Fee
1001	Reports (Autopsy & Toxicology or Investigation Report)	25.00
1002	Certified Reports	35.00
1003	Certification of Documents (Affidavits)	10.00
1004	Notarization of Documents	10.00
1005	Insurance/Physician Statement, including Autopsy Report	45.00
1006	Copy Charge/page	.10
1007	Records Request (includes all releasable documents of ME cases) or hard copy FTL Litigation packages	100.00
1008	FTL Litigation packages on cd	Free
1011	Photos/X-rays on CD or DVD	10.00
1013	Cremation Certifications	25.00
1014	Evidence Shipping Fees (includes processing)	50.00
1015	Subpoena Fees	1.00

Code	Autopsy Services (Analysis/Examination/Service)	Fee
1101	Out-of-County Complete Autopsy	2,000.00
1102	Out-of-County Complicated Cases (as determined by Chief Medical Examiner)	2,500.00
1103	Out-of-County External Examination or Partial Autopsy	1,000.00
1105	Storage Fee-Regular decedents/day (after 24 hours of notification that case is ready or cases brought in for storage only)	50.00
1106	Microscopic Slides/each	20.00
1107	Storage Fee-Decomposed decedents/day (after 24 hours of notification that case is ready or cases brought in for storage only)	100.00

<b>Code</b>	<b>Toxicology (Analysis/Examination/Service)</b>	<b>Fee</b>
3001	Alcohols (GC)	75.00
3002	Volatiles/Inhalants (GC;GC/MS)	100.00
3003	Acid/Neutral (GC or GC/MS)	100.00
3004	Alkaline Drug Screen (GC or GC/MS)	150.00
3005	Benzodiazepines (LC/MS/MS)	180.00
3007	Cocaine/Opiates with Metabolites (GC/MS)	150.00
3008	Blood Cannabinoids (LC/MS/MS)	180.00
3009	Urine Cannabinoids (LC/MS/MS)	125.00
3010	Carbon Monoxide (spectrophotometer)	50.00
3011	Tissue Carbon Monoxide (palladium chloride)	100.00
3012	Cyanide Qualitative (qualitative)	40.00
3013	Cyanide Quantitative (quantitative)	90.00
3014	Heavy Metals (Qualitative)	90.00
3015	Heavy Metals (Quantitative)	90.00
3016	Pesticides (GC/MS)	90.00
3017	Miscellaneous Testing Level*1 (Enzymatic Ethanol Confirm)**	40.00
3018	Miscellaneous Testing Level*2**	50.00
3019	Miscellaneous Testing Level*3**	75.00
3020	Miscellaneous Testing Level*4 **	100.00
3021	Miscellaneous Testing Level*5 (GHB, Flunitrazepam, etc.)**	150.00
3022	Drug Quantitation	140.00
3023	Immunoassay/test	30.00
3024	Electrolytes (SMA6)	45.00

<b>Code</b>	<b>Evidence Receiving</b>	<b>Fee</b>
4001	Evidence Registration/Case	20.00

\*\*CITY is only obligated to pay this fee if the testing is performed by COUNTY. If the testing is performed by a subcontractor or any other person, CITY is not required to pay it unless the fees for such testing are approved by CITY.

**Section VI**  
**Miscellaneous Terms For CIL And MEO**

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 120 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. Any laboratory owned by CITY, or a vendor hired by CITY, to conduct the testing set out in this Addendum must meet or exceed the certification requirements for the CIL and MEO laboratories.

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 Attachments I and II 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 V (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 and II

D. For purposes of this Addendum, COUNTY has subcontracted, and CITY has approved, the use of Integrated Forensic Laboratories and National Medical Service for the testing of all other DRE, DUI, and DWI specimens with the exception of those in connection with the Services to be provided by the MEO (specifically the intoxication assault and intoxication manslaughter cases). The MEO shall test only DRE, DUI, and DWI specimens from intoxication assault and intoxication manslaughter cases. However, COUNTY has the right

to terminate the MEO's testing of intoxication assault and intoxication manslaughter with 60 days' written notice to CITY and transfer those services to Integrated Forensic Laboratories and National Medical Service. In the event COUNTY selects a vendor other than Integrated Forensic Laboratories and National Medical Services for the testing of intoxication assault and intoxication manslaughter cases, COUNTY must obtain the written consent of the City Manager.

E. 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 VII**  
**Contact Persons**

A. COUNTY appoints COUNTY's Directors of the CIL and the MEO as the contact persons ("Contact Person") with regard to the services to be performed by the CIL and MEO, respectively. The Contact Person for CIL 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). The Contact Person for the MEO is Dr. Randall Frost whose street address is Bexar County Medical Examiner's Office, 7337 Louis Pasteur, San Antonio, Texas 78229 and email address is [rfrost@bexar.org](mailto:rfrost@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 [joe.mackay@sanantono.gov](mailto:joe.mackay@sanantono.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-8 FUEL

### Section I Services

A. CITY shall provide fuel and drive-thru car wash services at sites designated by CITY for COUNTY vehicles as reasonably requested by COUNTY. The types of fuel to be provided shall include unleaded, diesel, propane, and CNG. If additional types of fuel are procured by CITY in the future, those types shall also be included. In addition, CITY shall provide COUNTY with one (1) electronic fueling device (FOB) for each COUNTY vehicle registered in CITY's records, to be used in connection with fueling and washing of that vehicle.

B. COUNTY acknowledges that it has currently been provided a total of 685 FOBs. Should COUNTY wish to request additional FOBs, COUNTY shall send written notice to CITY at the address listed in Section III of this Addendum and CITY shall provide such additional FOBs within 10 days of the receipt of such notice.

C. Nothing in this Addendum shall require CITY to provide services for which it does not have sufficient capabilities, resources and competency. In addition, in the event of an emergency situation (as determined solely by CITY), CITY shall have the right to immediately limit or suspend the provision of these services to COUNTY for the duration of the emergency situation. Prior notice to COUNTY of any such limitation or suspension is not required.

### Section II Compensation

A. The fuel price shall be the fuel price paid by CITY (Oil Price Index Service amount + taxes) **PLUS** a fuel service operational charge of \$0.10 per gallon;

B. A vehicle administration fee of \$3.00 per vehicle per month;

C. The sum of \$6.50 for each FOB currently in the possession of COUNTY or hereafter provided to COUNTY by CITY upon receipt from CITY of a list of the FOBS with associated COUNTY vehicle ID. A \$6.50 charge will apply to CITY's provision of a FOB to replace one that has been lost or misplaced by COUNTY; and

D. For drive-thru car wash services, \$1.00 for a standard size automobile and \$5.00 for a medium size pick-up truck.

E. During each year of this Addendum, CITY may submit to COUNTY proposed revisions to the fees set forth in Sections II (A), (B), (C) and (D) and provide justification for any increase of the fees. Submission of the proposed fees to COUNTY must be in writing and at least 150 days prior to the expiration of the current Addendum year. The County Manager may, but is not



required to, approve revisions to the fee schedules and execute a letter reflecting approval, without County Commissioners Court approval, provided the revised fees result in less than a 5% change in the total combined fees for Sections II, (A), (B), (C), and (D) for the previous year's total combined fees, not including the fuel price paid by CITY. Otherwise, revisions to these fee schedules must be in the form of an amendment to this Addendum and must receive prior approval of County Commissioners Court.

F. CITY shall submit to COUNTY, by the 15<sup>th</sup> business day of the month, an invoice along with complete reports of charges by CITY for goods and services provided during the preceding month, specifically including the goods and services for each COUNTY FOB, electronically in Adobe PDF format. COUNTY shall submit to CITY payment in full for all charges stated in the monthly reports. Such payment shall be made to CITY no later than 30 days from the date the invoice and monthly reports are received by COUNTY. CITY shall also provide COUNTY with all applicable oil price indexes associated with the monthly reports.

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

A. COUNTY appoints COUNTY's Director of Public Works as its contact person ("Contact Person") with regard to the services to be performed herein. The email address for the Contact Person is \_\_\_\_\_. 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 Building and Equipment Services as its Contact Person with regard to the services to be performed herein. The email address for the Contact Person is [jorge.perez@sanantonio.gov](mailto:jorge.perez@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-9 MAGISTRATE

### Section I Services

A. Detention. CITY will provide administrative support and detention for all arrested persons (“APs”) booked into the Central Magistration and Detention Facility (“Facility”) located at 401 S. Frio St. in San Antonio, Texas.

B. Booking Process. The arresting agency that presents an AP at the Facility must provide complete and accurate information necessary to complete the required forms. The Bexar County Sheriff’s Office (“BCSO”) shall provide Identification Services at the Facility for all APs brought into the Facility. COUNTY will photograph all APs alleged to have committed any offense above a Class C misdemeanor. COUNTY will process, classify and file all photographs and mug shots. For these purposes the terms "prints" and "photographs" shall include all media, including electronic and digitized media as may be appropriate to maintain optimum efficiency, and as agreed upon by the Parties. COUNTY will provide the necessary equipment and supplies for the Facility’s fingerprinting system.

C. Jail Booking and Releasing. BCSO shall be responsible for booking and releasing prisoners who are charged with committing a Class B misdemeanor or higher in the territorial jurisdiction of COUNTY from the Facility.

D. Mug Shot System. CITY shall provide and maintain, and BCSO shall utilize, SAPD equipment (“Mug Shot System”) to photograph all APs brought to the Facility who are alleged to have committed any offense above a Class C misdemeanor. COUNTY shall provide and maintain a copy machine and allow access and use by arresting agencies for reproduction of booking slips used in conjunction with the Mug Shot System. BCSO shall coordinate with and provide SAPD access to all information captured in the Mug Shot System at the Facility at no cost.

E. MAGS. CITY shall maintain the computer system used to track information on APs (“MAGS”), continue to add the data in MAGS, continue to update COUNTY’s CJIS (“Criminal Justice Information System”) from MAGS and allow COUNTY to use MAGS System for Magistration operations. COUNTY, at its sole discretion, may grant limited access to CJIS to such CITY personnel as will assist in the mutual goals of the Parties.

F. Use of SID. The Parties will use the inmate identification number (“SID number”) as the master person identifier in the local criminal justice process. COUNTY will provide the SID number to the arresting agency at the same time the name and fingerprinting confirmation are provided.

G. Time Limit for Holding APs. CITY will hold APs, other than those remanded without bond, up to 18 hours, calculated from the time of each AP's arrival at the Facility. COUNTY will provide lunches for magistrates APs awaiting release or transfer, who have been held in the Facility for more than 12 hours, or upon recommendation by medical staff.

H. Identification of Medical and Mental-Health Issues. With regard to each AP that an arresting agency presents for booking, the arresting agency shall notify Facility staff of (a) any known or suspected injuries to the AP, (b) any known or suspected illnesses of the AP, (c) any health complaints made by the AP, (d) any medical treatment given to the AP, (e) any incident indicating the AP has introduced any harmful substances into their body, and (f) any observable or suspected mental illness. CITY shall be responsible for the escorting of an AP to a mental health assessment within the Facility. CITY shall provide an assigned detention officer from 7:30-11:30 a.m. seven days a week and all such escorts shall occur within this timeframe. COUNTY's onsite mental health care provider ("COUNTY's Provider") will keep track of the detention officer's hours related to this service. COUNTY's Provider will notify CITY if such services are not needed because of a holiday. COUNTY's Provider will turn in applicable time sheets to CITY's Contact Person listed in Section III (B) Of this Addendum. The Presiding Judge of the CITY Municipal Courts ("Presiding Judge") or his designee may refuse to accept a person for booking into the Facility when, in the judgment of Detention staff, medical attention is necessary before the person's confinement. If the Presiding Judge or his designee refuses to accept an AP because the AP is in need of medical attention prior to confinement, the arresting agency shall transport the prisoner for hospitalization and/or medical treatment before again presenting the AP for booking. After an AP has been accepted for confinement and booked into the Facility, medical staff shall provide routine medical attention within the reasonable capabilities of medical staff on duty in the Facility

I. Right not to Accept AP. The Presiding Judge or his designee has the right not to accept any AP for whom the required booking data has not been completely and accurately furnished in the required format, or any AP about whom the Presiding Judge or his designee has a reasonable belief that the person is not lawfully being detained. Nothing contained in this Addendum will be construed to require the Detention staff to hold any person in custody contrary to (1) the Constitution and laws of the State of Texas, or (2) the Constitution and laws of the United States.

J. Medical and Mental-Health Services. COUNTY will provide adequate medical staff during all hours of operation for the Facility. COUNTY will provide one COUNTY Provider as needed and agreed upon to assist in the referral and redirection of individuals with mental health issues.

K. Officer Access to APs. The Parties will provide access for officers to all APs consistent

with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. The Parties will release APs for investigative purposes to officers within limitations imposed by courts and necessary routine Facility procedures.

L. Transportation of APs.

1. Jail. COUNTY and SAPD will transport APs from the Facility to the Jail. CITY reserves the right to require transportation of APs to the Jail as indicated by Facility capacity levels.
2. Hospital. The arresting agencies shall be responsible for the transportation of APs needing medical attention to a hospital **prior** to booking. COUNTY shall provide transportation of APs needing medical attention to the hospital **after** booking. When the arresting agency cannot be contacted or an emergency situation exists which does not allow the arresting agency to return to the Facility in a timely manner for an AP needing medical attention prior to booking, COUNTY shall make reasonable efforts to provide transportation for APs requiring hospital attention.
3. Mental Health Facility. The arresting agency shall be responsible for the transportation of APs committed to a mental health facility **prior** to booking. COUNTY shall provide transportation of APs committed to a mental health facility **after** booking. Transportation of APs approved for a Mental Health Personal Bond shall be the responsibility of COUNTY. When the arresting agency cannot be contacted or an emergency situation exists which does not allow the arresting agency to return to the Facility in a timely manner for an AP who has been committed to a mental health facility prior to booking, COUNTY shall make reasonable efforts to provide transportation for the AP requiring commitment.
4. Alien APs. APs who are not U.S. citizens and are committed by a Magistrate to the Jail shall be transported by COUNTY from the Facility to the Jail for further processing.

M. Pre-trial Services. COUNTY will provide Pre-Trial Services in the Facility to include assessment of an AP's eligibility to be assigned appointed counsel and AP's eligibility for release on bond and the conditions of release.

N. Personnel Issues. CITY will resolve all personnel issues relating to CITY staff. The supervising COUNTY Office or Department will resolve COUNTY personnel issues.

O. Investigation of Grievances and Incidents. COUNTY will conduct investigations of all grievances and/or complaints filed by APs who are under COUNTY control at time of event

giving rise to the grievance and/or complaint according to County policy. COUNTY will investigate all incidents of death or serious bodily injury involving APs in the Facility who are under COUNTY control at time of death or serious bodily injury. COUNTY will cooperate with CITY to facilitate joint or separate investigations by CITY when it is reasonably likely that CITY's personnel or interests are involved. All the above provisions applying to COUNTY apply equally to CITY when APs are under CITY control.

P. District Attorney's Office. In District Attorney's sole discretion, the District Attorney will provide staff at a level District Attorney deems appropriate at the Facility to assist with reviewing cases prepared by police officers for charge accuracy prior to Magistration.

Q. No Limitation of Power. This Agreement shall not limit the power of COUNTY to perform booking or detention services for other governmental entities.

R. Magistration. COUNTY Magistrates may perform Magistration services at the Facility. The Parties shall require all persons who perform Magistration services in the Facility to record the exact time for which Magistration for each AP is completed. COUNTY will provide all administrative support services for COUNTY Magistrates, including, but not limited to, interpreter services. Notwithstanding the foregoing, both Parties to this Agreement acknowledge that the CITY Municipal Judges retain the powers of their respective offices to provide Magistration. City Magistration must be coordinated through the Presiding Judge.

S. Hours of Magistration. COUNTY will provide Magistration services 24 hours a day, 7 days a week, including holidays. Magistration hours may change without further amendment of this Agreement by mutual agreement between the Parties.

T. Record Custodians. The Municipal Court Clerk will be the custodian of records for CITY cases, but will not maintain custody of documents filed in cases that are higher than Class C Misdemeanors. The District Clerk will be the custodian of records relating to Magistration of Class B misdemeanor or higher offenses, including police reports, search and arrest affidavits and any other judicial orders.

U. Filing Criminal Cases. The Parties will cooperate in a procedure for the filing of criminal case in the appropriate court having jurisdiction for the offense.

V. Decision-Making Authority. The Presiding Judge, or his designee, shall have decision-making authority, supervision and control over all CITY operations that impact the Facility. COUNTY shall have decision-making authority, supervision and control over all COUNTY operations that impact the Facility.

W. Weapon Security. BCSO shall utilize CITY weapon-security measures at the Facility.

X. Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.

Y. Movement of APs. All APs located within the Facility shall be moved in accordance with Facility standard operating policy.

Z. Operational Meetings. The Parties will meet to discuss and resolve issues relating to the Facility and Magistration operations.

AA. Sharing Information. The Parties shall share information among themselves to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the Facility. The Parties shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements. During design and before final approval of any modification of any form design of shared form, data elements, reporting requirements, software or hardware used in the Facility operations, the Party proposing the modifications shall notify the other Party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the size and complexity of the proposed modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that Party and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing Party of the results of the review and evaluation and the suggestions developed. The Parties shall cooperate in both reaching the goals of the proposing Party's modifications and minimizing the adverse impact on the other Party.

BB. Space, Furnishings, and Equipment. CITY shall allow COUNTY the use of designated space within the Facility for Magistration. CITY will designate space in the Facility for the District Attorney's Office for arrest review and report writing. With CITY's approval, COUNTY may perform renovations to the designated arrest review space at COUNTY's expense. COUNTY will provide furnishings and equipment for the arrest review area and magistrate offices. COUNTY will provide an adequate number of telephone lines to the COUNTY-occupied space. COUNTY will provide capacity on its network for an adequate number of data lines. Based upon agreement of the Parties, CITY will make necessary improvements to the Facility relating to its current operation.

CC. Possible Expansion. The Parties will review the Facility and may reach an agreement as to the possible expansion of Facility to address COUNTY's space needs. COUNTY will pay for any modifications to the Facility and arrange for any necessary contractors.

DD. Renovations. COUNTY may make no substantial renovation, alteration or repair to CITY buildings, fixtures or furnishings without prior authorization from CITY. CITY reserves the right to accept or reject COUNTY's proposal for building modifications. Authorized CITY personnel shall have the authority to inspect the Facility.

EE. Notice of Budgets. For planning purposes, CITY will promptly notify COUNTY of its proposed operating budget as it is submitted for approval during the CITY budget process for Council approval for each new fiscal year. CITY will promptly notify COUNTY of the approved budget once the final Council approval is made. COUNTY will promptly notify CITY of its proposed medical provider budget applicable to this Agreement submitted for approval

during the COUNTY budget process for Commissioners Court approval for each new fiscal year. COUNTY will promptly notify CITY of the approved budget once the final Commissioners Court approval is made.

## **Section II** **Compensation**

A. COUNTY shall pay to CITY:

1. Facility Operations. COUNTY shall pay for half of the total operating expenses for the Detention area of the Facility as listed below:
  - a. Detention Staff Personnel Services – Within 30 days of October 1, 2013, and each October 1 thereafter during the initial and any subsequent renewal terms, COUNTY shall pay its invoiced share of these projected operating expenses for the Facility for that term with the exception of Section II (A)(2) below. Within 30 days of each October 1 during the initial and any subsequent renewal terms, COUNTY shall pay the documented and invoiced difference between the prior year’s budgeted amount for Detention Staff Personnel Services and the actual amount expended for same, if the actual cost is greater than the budgeted amount. Such invoices shall be sent by CITY to COUNTY electronically in Adobe PDF format.
  - b. Detention Janitorial Services – Within 30 days of each October 1 during the initial and any subsequent renewal terms, COUNTY shall pay its invoiced share of CITY Janitorial Contract and supplies.
  - c. Commodities, other miscellaneous operating expenses, including uniforms, required training, Workers Comp./General Liability insurance, software, binding and printing, property bags, locking seals and office supplies - Within 30 days of each October 1 during the initial and any subsequent renewal terms, COUNTY shall pay its invoiced share of CITY contracts for commodities and other miscellaneous operating expenses.
2. Mental Health Assessment Escort—COUNTY shall pay the cost of such services, including overtime, which shall be \$ 32,240.00 annually under this Agreement. Within 30 days of October 1, 2013, and each October 1 thereafter during the initial and any subsequent renewal terms, COUNTY shall pay this invoiced amount. Detention officers providing such services will receive their payment from CITY through the regular payroll process. Such invoices shall be sent by CITY to COUNTY electronically in Adobe PDF format.

B. CITY shall pay to COUNTY:

1. Medical Services. CITY shall pay half of COUNTY's contractual cost of providing medical services for APs during each fiscal year under this Agreement within 30 days of the start of each new fiscal year under this Agreement (October 1) or within 30 days of receipt of an invoice from COUNTY, whichever is later. Such invoices shall be sent by COUNTY to CITY electronically in Adobe PDF format.

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

A. 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 mlozito@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 Municipal Court Clerk as its Contact Person with regard to the services to be performed herein. The email address of the Contact Person is fred.garcia@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-10 HOTEL TAX**

### **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 Occupancy Tax Reporting Form.

B. 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.

C. 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.

D. The Occupancy Tax Reporting Form to be utilized by hotels/motels is attached to this Addendum as Attachment I. The Parties agree that the 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.

E. 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 ½ of one percent 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. The HOT Collection Annual Fee for the initial term of this Agreement (FY 2014) for services provided under this Addendum is projected to be \$76,394.00. The calculation of the

HOT Collection Annual Fee can be found on Table 1 “Hotel Occupancy Tax (HOT) Collection Annual Fee” below.

C. After 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.

D. All payment of taxes due to COUNTY shall be electronically transferred to an account designated by COUNTY Auditor.

**Table 1**

**Hotel Occupancy Tax (HOT) Collection Annual Fee**

FY 2014 Projected Bexar County HOT Collections (Based on FY 2012 Actuals)	\$ 15,278,758
<i>Multiplied by</i>	
One Half of 1% Gross HOT Collections	0.50%
<b>Projected Payment for FY 2014</b>	<b>\$ 76,394</b>

**Section III**

**Contact Persons**

A. COUNTY appoints COUNTY’s Manager of Finance and its Auditor as its contact persons (“Contact Persons”). The Manager of Finance is Seth McCabe whose address is Paul Elizondo Tower, 101 W. Nueva St., Suite 900, San Antonio, Texas 78205 and email address is smccabe@bexar.org. The Auditor is Susan Yeatts whose street address is Paul Elizondo Tower, 101 W. Nueva St., 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 Director of Finance 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



## City of San Antonio

**Department of Finance**  
 Revenue Division  
 P.O. Box 839975  
 San Antonio, TX 78283-3975

Telephone: 210-207-8677  
 FAX: 210-207-8676

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

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
Hotel Occupancy Tax Report and payment are due on or before the last day of the month following the Reporting Period above.					<input type="checkbox"/> Located outside the City of San Antonio but inside Bexar County

**TRADE NAME, ADDRESS & CONTACT INFORMATION**

TRADE NAME (DBA)	
OWNER NAME	
LOCATION ADDRESS	
MAILING ADDRESS	
CONTACT PERSON	TELEPHONE

HOTEL OCCUPANCY TAX CALCULATION	CITY OF SAN ANTONIO	BEXAR COUNTY
1. TOTAL ROOM RECEIPTS	\$	
2. LESS EXEMPT ROOM RECEIPTS	-	
3. TOTAL TAXABLE ROOM RECEIPTS <i>(Line 1 minus Line 2)</i>	=	
4. HOTEL OCCUPANCY TAX RATES	9.00%	1.75%
5. HOTEL OCCUPANCY TAX DUE <i>(Line 3 multiplied by Line 4)</i>	X	
6. PENALTY <i>(If applicable, a 5% penalty, but not less than \$5, is due if paid during the second month following the Reporting Period; an additional 5% penalty, but not less than \$5, is due if paid during the third month following the Reporting Period.)</i>		
7. INTEREST <i>(If applicable, interest accrues at a rate of 10% per annum if paid during or after the second month following the Reporting Period. Interest continues to accrue each month until tax is paid in full.)</i>	+	
8. AMOUNTS DUE <i>(Line 5 plus Line 6 and Line 7)</i>	=	
9. TOTAL AMOUNT DUE AND PAYABLE TO THE CITY OF SAN ANTONIO <i>(Add both Columns on Line 8)</i>	\$	

**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

# GENERAL INSTRUCTIONS FOR REPORTING AND REMITTING HOTEL OCCUPANCY TAXES

See City of San Antonio Ordinances for Details.

## WHO MUST FILE

Every person owning, operating, managing or controlling any hotel shall collect the tax imposed, complete a Hotel Occupancy Tax Report and remit both to the City Tax Collector. A Hotel Occupancy Tax Report must be filed for each calendar month or 30 days after the end of an alternative reporting period even if there are no Taxable Room Receipts.

## WHEN TO FILE

Hotel Occupancy Tax Reports are considered timely if received by the twentieth (20) day after the end of the Reporting Period. Reports must be received on or before the last day of the calendar month following the Reporting Period or 30 days after the end of an alternate reporting period. Should the last day to file fall on a weekend or City of San Antonio official holiday, the report must be received no later than the next scheduled City workday.

## HOTEL DEFINITION

The term shall include hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, trailer houses, trailer motels, parked railroad Pullman cars used for sleeping accommodations not involving the transportation of travelers, dormitories where bed space is rented, apartments not occupied by permanent residents, and all other facilities where rooms or sleeping facilities or space are furnished for consideration. The term hotel does not include hospitals, sanitariums or nursing homes.

## REPORTING PERIOD

Reporting periods are regular calendar months of the year. Any alternate Reporting Period must be approved by the City's Finance Director upon written request by the hotel. Do not combine more than one month on a single form.

## SLEEPING ACCOMMODATIONS LOCATION

The physical location of the hotel.

## TOTAL ROOM RECEIPTS

All charges for sleeping accommodations including any sleeping accommodations claiming an exemption. Total Room Receipts includes items or services (other than personal services or the use of a telephone), that are furnished in connection with the occupancy of the room. Charges for pets, pet cleaning fees, rollaway beds, refrigerators and safe charges should be included. Revenue received from a Rewards Program should also be included in Total Room Receipts. If a hotel pays specifically into a Rewards Program, then receipts which exceed these payments are taxable and should be included in Total Room Receipts

The following charges should not be included:

## MAILING ADDRESS

City of San Antonio  
Department of Finance  
Revenue Division  
P.O. Box 839975  
San Antonio, TX 78283-3975

1. Receipts for sleeping accommodations rented for less than two dollars (\$2.00) per day;
2. Charges received from the use of meeting and/or banquet space.

## EXEMPT ROOM RECEIPTS

Receipts for sleeping accommodations which qualify for an exemption. Exemptions granted by the City of San Antonio and Bexar County are listed below:

1. Permanent resident defined as an occupant who has fully prepaid for thirty (30) consecutive days for the exclusive right to occupy a particular sleeping room;
  2. Federal government employees traveling on government business (Texas Hotel Occupancy Tax Exemption Certificate required);
  3. Texas State employees who present a State Hotel Exemption Photo ID Card (Texas Hotel Occupancy Tax Exemption Certificate required);
  4. Foreign diplomats who present a tax exemption card issued by the U.S. Department of State, Office of Foreign Missions (Texas Hotel Occupancy Tax Exemption Certificate required);
  5. Electric cooperatives formed under the Electric Cooperative Corporation Act (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
  6. Telephone cooperatives formed under the Telephone Cooperative Act (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
  7. Housing Finance Corporations (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
  8. Housing Authorities (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required);
  9. Health Facilities Development Corporations engaged exclusively in the performance of charitable functions (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required); and
  10. Public Facility Corporations engaged exclusively in the performance of charitable functions (Letter of Exemption from the State Comptroller and Texas Hotel Occupancy Tax Exemption Certificate required).
11. When on federal service, Texas National Guardsmen traveling on official business are exempt. Proof is a federal government ID or federal travel orders.
- Any individual or organization requesting an exemption from hotel occupancy taxes must provide a Texas Hotel Occupancy Tax Exemption Certificate (Texas Comptroller of Public Accounts, Form 12-302). Hotels are required to retain these certificates in order to validate exemptions claimed if audited.

## NON EXEMPT ROOM RECEIPTS

Receipts for sleeping accommodations which do not qualify for an exemption are listed below:

1. Educational Organizations, including independent school districts, public or private colleges and universities; junior colleges, technical institutes and medical and dental schools of Texas and other states;
2. Religious Organizations formally organized and operated with the primary purpose of engaging in religious worship;
3. Charitable Organizations formed to alleviate poverty, disease, pain and suffering by providing food, medicine or other help to persons in need;
4. City and County employees.

## TOTAL TAXABLE ROOM RECEIPTS

Calculated by subtracting Exempt Room Receipts from Total Room Receipts.

## HOTEL OCCUPANCY TAX RATES

City of San Antonio - 9.00%  
Bexar County - 1.75%

## PENALTY CALCULATION

Beginning the first day of the second month following the Reporting Period, delinquent taxes accrue a five percent (5%) penalty. An additional five percent (5%) penalty accrues on the first day of the third month following the Reporting Period. The penalty shall never be less than five dollars (\$5.00) for each penalty.

## INTEREST CALCULATION

Beginning the second month following the Reporting Period, delinquent taxes accrue interest on the first day of each month at the rate of ten percent (10%) per annum or a monthly interest rate of 0.833%.

## AFFIDAVIT

The signature of the hotel's local manager or person in control of business operations shall sign a statement that the Hotel Occupancy Tax Report is accurate to the best of his/her knowledge and belief.

## RECORDS

Each person required to collect Hotel Occupancy Tax must make their records available for inspection by the City's Finance Director or his designated representative at the hotel where the tax is collected.

## SUIT TO ENJOIN HOTEL OPERATIONS

The City's Finance Director shall refer any account that has a delinquent balance older than sixty (60) days to the City Attorney for the purpose of filing a suit to enjoin the hotel owner, operator, manager or other person in control from operating any hotel until the tax is paid and/or report filed.

## CONTACT INFORMATION

Telephone: 210-207-8677  
FAX: 210-207-8676

REV: 12/2011