

AN ORDINANCE 2012-06-21-0511

**AUTHORIZING AN EXTENSION AND AMENDMENT TO
THE EMERGENCY RESPONSE INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE CITY OF
SAN ANTONIO AND THE CITY OF HILL COUNTRY
VILLAGE FOR A PERIOD OF 10 YEARS, EFFECTIVE
OCTOBER 1, 2013, THROUGH SEPTEMBER 30, 2023.**

* * * * *

WHEREAS, pursuant to Ordinance 2011-08-18-0681 and Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, the City of San Antonio entered into the Emergency Response Interlocal Cooperation Agreement with the City of Hill Country Village to provide to that municipality with fire fighting, heavy rescue, hazmat, and emergency medical services for the period ending September 30, 2013; and

WHEREAS, the City of Hill Country Village wishes to extend said agreement through September 30, 2023; and

WHEREAS, the City of Hill Country Village will reimburse the City of San Antonio in the amount of \$265,000.00 for FY 2014, with annual increases not to exceed 5% for subsequent years of the agreement; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designee are hereby authorized to execute the Extension and Amendment to the Emergency Response Interlocal Cooperation Agreement with the City of Hill Country Village for the provision of fire fighting, heavy rescue, hazmat, and emergency medical services for the period October 1, 2013, through September 30, 2023. Said agreement is attached hereto as **Exhibit I** and its terms are hereby approved. Should the parties fail to execute the agreement on or before August 31, 2012, subsequent City Council authorization shall be required.

SECTION 2. Funds generated by this ordinance will be deposited into fund 11001000, internal order 2200000000114, and general ledger 4404141.

SECTION 3. 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 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 21st day of June, 2012.



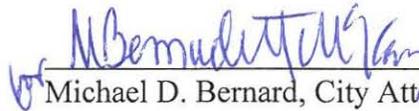
M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:



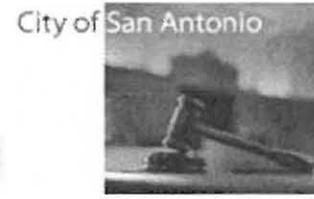
Leticia M. Vacek, City Clerk



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 57

Name:	5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 27, 28, 30, 31, 32A, 32B, 32C, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 62, 63, 65A, 65B						
Date:	06/21/2012						
Time:	10:01:34 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an extension and amendment to the Emergency Response Interlocal Cooperation Agreement between the City of San Antonio and the City of Hill Country Village for a period of 10 years, effective October 1, 2013 through September 30, 2023. [Erik J. Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Leticia Ozuna	District 3	x					
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

STATE OF TEXAS

COUNTY OF BEXAR

**EXTENSION AND AMENDMENT TO THE EMERGENCY RESPONSE
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN
ANTONIO AND THE CITY OF HILL COUNTRY VILLAGE**

The City of San Antonio (hereinafter, "COSA"), a home-rule municipality in Bexar County, Texas, and the City of Hill Country Village (hereinafter, "HCV"), a Texas Municipal Corporation, enter this agreement acting through their Mayor or City Manager pursuant to ordinance adopted by their City Councils, under authority of the Interlocal Cooperation Act, Chapter 791, Vernon's (1994).

WHEREAS, HCV is located outside the city limits of COSA; and

WHEREAS, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services and provide fire protection and associated services to protect public health; and

NOW THEREFORE, in consideration of the terms contained in this Agreement, COSA and HCV, through their respective governing bodies, agree as follows:

SECTION 1. SERVICES

1.01 Services Provided. COSA agrees to provide emergency response to events occurring within HCV that require fire fighting, arson investigation, heavy rescue, HAZMAT and EMS services ("Services") in the same manner and to the same extent as if the event were located within the city limits of COSA, except as limited by the provisions of this Agreement. COSA shall continue after the completion of the current Agreement between the parties on September 30, 2013, to provide these Services beginning on October 1, 2013 and ending September 30, 2023, unless terminated earlier pursuant to the provisions of this Agreement. A renewal term beginning October 1, 2023 may be executed contingent upon a meeting of the parties. Said meeting shall occur before April 30, 2022.

1.02 EMS Service. HCV understands that COSA does not normally provide emergency medical services ("EMS") to areas outside of COSA. Calls for services shall be made through the San Antonio Fire Department emergency dispatch system. The

HCV Police Department will be notified by COSA upon dispatch of every incident within their jurisdiction.

1.03 Annual Meeting to Review Service Issues. Before April 30 on each year during the term of this Agreement, the parties shall meet and discuss any service issues which may have arisen or which are anticipated to arise during the next year, which may require amendment of the terms of the Agreement.

1.04 Quarterly Incident Response Reports. Following the first quarter year that this Agreement is in effect, and by the first day of each quarter thereafter during the term of the Agreement, SAFD shall provide to HCV, a report detailing the incidents to which SAFD responded during that quarter, response times, and action taken by SAFD in responding to each incident. The report shall be provided on the first day of January, April, July, and October of each year.

SECTION 2. FEES

2.01 Annual Fee. HCV shall pay COSA a basic emergency response service fee of \$265,000.00 for FY 2014, with the exception of HazMat and EMS services as provided below under sections 2.02 and 2.03. Upon notice to HCV, SAFD may increase the annual response service fee each year in an amount not to exceed 5% the following year, if an annual review of the fee based upon incident response cost, indicates the calculated cost that year exceeds the year's annual fee. COSA shall invoice HCV for one half of the annual service fee on October 1 of each year this Agreement is in effect and one half of the annual service fee on April 1 each year. The cost of services will be determined by calculating a City wide hourly rate to include standby time multiplied by the hours on call in Hill Country Village for the previous full fiscal year but not less than the previous year's fee, unless the SAFD operating budget is reduced.

2.02 HAZMAT Fees. This annual fee shall not include the response fee(s) required for hazardous materials (HAZMAT) incidents; as such fee(s) are established in COSA Ordinances No. 72267 and 76469, and as amended, which shall be in addition to the annual fees under this Agreement and billed to the responsible party receiving said services.

2.03 EMS Medical Service Fees. This annual fee shall not include the fee(s) required for emergency medical services provided on individual calls for service at the HCV. Such fee(s) are established annually in COSA's Budget Ordinance and shall be in

addition to the annual fees under this Agreement and billed to the individual receiving the Medical Service, not to HCV.

2.04 Source of Funds. Any party paying for performance of governmental functions or services must make those payments from current revenues available to the paying party.

SECTION 3. FIRE CODES

3.01 Fire Codes. HCV has adopted the 2003 International Fire Code with local amendments and has adopted additional ordinances related to fire prevention.

SECTION 4. RESPONSE

4.01 Response Time. HCV is aware of the locations of adjacent Fire Stations and has an understanding of the anticipated response time and finds the anticipated response time acceptable.

4.02 Fire Command. It is further agreed by HCV that when any building or structure within HCV is on fire or may be deemed to be hazardous and likely to take fire or communicate the fire to other buildings, COSA, through its Fire Chief or designated representative, may do whatever may be deemed necessary by him for the safety and protection of property and citizens when controlling a fire.

SECTION 5. TERMINATION

5.01 Termination for Non-payment. This Agreement may be terminated by COSA for HCV non-payment of the undisputed portion of any fees billed by COSA under this Agreement, provided that HCV is notified of such delinquency and fails to make payment within thirty (30) days following such written notice to HCV.

5.02 Automatic Termination. This Agreement shall automatically terminate on September 30, 2023 unless an extension is agreed to by both parties.

5.03 Failure to Perform. If HCV fails to perform any term contained in this Agreement and the failure continues for a period of thirty (30) days after HCV's receipt of written notice from COSA of the failure, COSA shall have the right to terminate this Agreement. If COSA fails to perform any term contained in this Agreement and the failure continues for a period of thirty (30) days after COSA's receipt of written notice from HCV of the failure, HCV shall have the right to terminate this Agreement.

5.04 18 Month Right to Terminate Agreement. Either party to this Agreement may, upon 18 months notice to the other party, terminate the Agreement.

SECTION 6. LIABILITY AND VENUE

6.01 Liability. Each party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, directors, representatives, employees, consultants, or subcontractors.

6.02 Comparative Liability. In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and Federal law and without waiving any defenses of the parties under Texas and Federal law.

6.03 Tort Claims Act. Each party acknowledges that the other party is a political subdivision of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

6.04 Notice of Claims. Each party shall promptly advise the other party in writing of any claim or demand against it, or known to it related to or arising out of actions or omissions under this Interlocal Cooperation Contract, and shall see to the investigation of and defense of such claim or demand at its expense. The other party shall have the right, at its option and at its own expense, to participate in such defense without relieving the advising party of any of its obligations under this paragraph.

6.05 Duty to Defend. Each party further agrees to defend, at its own expense, and on behalf of itself and the other party, any claim or litigation brought against it in connection with any such injury, death, or damage caused solely through the negligent or other wrongful conduct of either party. In addition, it is agreed by HCV that COSA shall not be responsible nor will be required to replace or repair any such damage sustained by any building and its contents as the result of performance of Services under this Agreement.

6.06 Limit of Liability. COSA will use due diligence in providing fire protection, fire fighting and EMS services to the HCV. COSA, however, does not in any way assume to

act as an insurer of any Property covered under this Agreement or to pay for any damage that may occur as a result of fire, water, or explosion. Nor does COSA assume any obligation under the terms of this Agreement to construct additional fire stations, purchase additional fire-fighting equipment, or hire additional manpower for the protection of HCV. Rather, HCV understands that it is not entitled to any greater protection than residents located within COSA and that COSA will not be held liable for any additional time required to respond to a fire alarm because the premises and structures in HCV are located outside the corporate limits of COSA.

6.07 Venue for Suit. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas, and all obligations of the parties are performable in Bexar County, Texas.

SECTION 7. ASSIGNMENT

7.01 Assignment of Rights. Rights to receive Services under this Agreement are not transferable or assignable by HCV without the prior written consent of COSA. Failure by HCV to obtain written consent of COSA before assigning any rights under this Contract shall result in automatic termination of the Agreement, and COSA shall have no further duty to perform or other liability. COSA hereby agrees not to unreasonably withhold consent to the transfer or assignment of rights under this Agreement by HCV.

SECTION 8. SEVERABILITY

8.01 Severability. If any provision of this Agreement is held invalid or unenforceable under federal, state or local laws, such as the City Charter, City Code, or ordinances of COSA or ordinances of HCV, then, and in that event, it is the intention of the parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

SECTION 9. NOTICE

9.01 Notice Requirements. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (a) delivered in person to the address set forth herein below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (c) deposited into the custody of a nationally

11.01 Entire Agreement. This Agreement, together with its authorizing ordinance and exhibits, constitutes the final and entire agreement between the parties. It contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties unless made in writing, as provided in 11.02.

11.02 Amendment Only by Written Agreement. This Agreement may be amended only by the mutual written agreement of the parties, and any such amendment is subject to subsequent approval by each party's governing body.

11.03 Parties Bound by Contract. This Agreement shall bind and benefit the parties to the Agreement and their respective successors and assigns, except as otherwise expressly provided for in this Agreement.

SECTION 12. EFFECTIVE DATE

12.01 Effective Date. Services under this extension and amendment of the current Agreement between the parties, shall become effective on October 1, 2013, after being authorized by each party's City Council pursuant to its respective City Ordinance. However, said ordinance shall be of no effect unless HCV has signed and agreed to the provisions of this Agreement.

EXECUTED to be effective this 24th day of May, 2012.

CITY OF SAN ANTONIO

CITY OF HILL COUNTRY VILLAGE

By: _____
Sheryl Sculley
City Manager

By: 
Kirk W. Francis
Mayor

APPROVED AS TO FORM:

By: _____
Michael Bernard
City Attorney

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Request for Council Action**

Agenda Item # 57

Council Meeting Date: 6/21/2012

RFCA Tracking No: R-9160

DEPARTMENT: SAFD**DEPARTMENT HEAD:** Charles N. Hood**COUNCIL DISTRICT(S) IMPACTED:**

Council District 9

SUBJECT:

Extension/Amendment Emergency Response Interlocal Agreement Hill Country Village

SUMMARY:

This Ordinance authorizes the execution of an extension and amendment to the interlocal agreement for fire fighting, heavy rescue, hazmat and Emergency Medical Services (EMS) with the City of Hill Country Village in the same manner and to the same extent as if the event were located within the city limits of San Antonio, except as limited by the provisions of this agreement. The term of the renewal is 10 years, which begins October 1, 2013 and expires September 30, 2023.

BACKGROUND INFORMATION:

In the summer of 2011, the San Antonio Fire Department (SAFD) was contacted by Hill Country Village to provide firefighting, heavy rescue, hazmat and EMS services for Hill Country Village in the same manner and to the same extent as if the event were located within the city limits of San Antonio, except as limited by the provisions of this Agreement.

SAFD reviewed existing resources and determined that this agreement would add approximately 100 calls per year with a negligible impact to the surrounding stations which are Fire Stations 14, 31, 43, and 23.

On August 18, 2011 City Council approved Ordinance 2011-08-18-0681, authorizing a two-year agreement to provide fire fighting, heavy rescue, hazmat and EMS services through Fiscal Years 2012 and 2013. Hill Country Village will reimburse the City for these services in the amount of \$255,000 in FY 2012 and \$265,000 in FY 2013.

Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services and provide fire protection and associated services to protect public health.

ISSUE:

This Ordinance authorizes the execution of an extension and amendment to the interlocal agreement for fire fighting, heavy rescue, hazmat and Emergency Medical Services (EMS) with the City of Hill Country Village in the same manner and to the same extent as if the event were

located within the city limits of San Antonio, except as limited by the provisions of this agreement. The term of the renewal is 10 years, which begins October 1, 2013 and expires September 30, 2023.

As per the previous agreement, City staff met with Hill Country Village in April 2012 and agreed to recommend an amendment and extension of the current agreement by 10 years. With this extension the agreement will expire September 30, 2023. Both parties may cancel this agreement by providing an 18 month written notification. A renewal term beginning October 1, 2023 may be executed contingent upon a meeting of the parties which shall occur at least 18 months prior to the expiration of the agreement.

SAFD has examined existing resources, reviewed the response data for the period of October 1, 2011 through March 31, 2012, and determined that services could continue to be provided to Hill Country Village with minimal impact. To recover costs, Hill Country Village will reimburse the City in the amount of \$265,000 in FY 2014, with annual increases not to exceed 5%, based on review of actual costs.

ALTERNATIVES:

City Council may elect not to continue the Emergency Response Interlocal Cooperation Agreement with Hill Country Village, but would lose an opportunity for additional revenues for the General Fund.

FISCAL IMPACT:

The extension and amendment provides for annual reimbursement to be collected by SAFD for the services beginning October 1, 2013 through September 30, 2023. The City of Hill Country Village will reimburse the City in the amount of \$265,000 in FY 2014. SAFD may increase the annual response service fee each year in an amount not to exceed 5% the following year, if an annual review of the incident response cost for that year reveals that the SAFD actual costs exceeded the year's annual fee. The fee may be lowered only if the SAFD's Annual Operating Budget is decreased.

The revenue generated from this agreement will be deposited into the City's General Fund. This agreement will also generate revenues to the General Fund from EMS fees and potentially from hazmat and technical rescue response.

Costs associated with increased calls for service are expected to be adequately recovered through reimbursement from Hill Country Village and EMS fees.

RECOMMENDATION:

Staff recommends approval of this ordinance for the amendment and extension of the Interlocal Agreement to provide emergency response to the City of Hill Country Village.

ATTACHMENT(S):

File Description	File Name
Extension/Amendment to Hill Country Village Interlocal Agreement, draft	Draft HCV agreement for RFCA 051812.pdf

Draft Ordinance

RFCA#9160r1 Hill Country Village
Draft.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Carl Wedige Assistant Chief SAFD

APPROVED FOR COUNCIL CONSIDERATION:

Erik Walsh Deputy City Manager