SW/vv
05/07/15
Item #24

AN ORDINANCE 2015-05-07-0377

FOR LIBRARY SERVICES APPROVING AN AMENDMENT TO THE EXISTING MASTER INTERLOCAL AGREEMENT WITH BEXAR COUNTY THROUGH SEPTEMBER 30, 2019 THAT WILL FACILITATE THE SELECTION AND DELIVERY OF DIGITAL CONTENT AND OTHER LIBRARY RESOURCES AND RESTRUCTURE THE COUNTY'S PAYMENT PLAN TO THE CITY.

* * * * *

WHEREAS, since 1936, Bexar County has entered into an agreement with the City of San Antonio to extend Library services to Bexar County residents who reside outside the City of San Antonio; and

WHEREAS, the Interlocal Agreement for Library Services provides for Bexar County to pay the City of San Antonio for the extension of San Antonio Public Library services to County residents living outside the City of San Antonio; and

WHEREAS, the County's FY2015 fee for Library services is $3,784,028.95; and

WHEREAS, in 2013, Bexar County established BiblioTech, an all-digital library, as the County's library system; and

WHEREAS, Bexar County intends to continue to operate BiblioTech and expand its presence in the community; and

WHEREAS, with the establishment of BiblioTech as the County's library system, Bexar County desires to collaborate with the City of San Antonio in delivery of library services to all City and County residents; and

WHEREAS, as part of the proposed collaborative approach for the delivery of library services the 'fee' to be paid to the City is proposed to be restructured; and

WHEREAS, the amended Interlocal Agreement for Library Services proposes a collaborative approach by leveraging the resources and services of both the BiblioTech and the San Antonio Public Library; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the San Antonio Public Library or his designee, is authorized to execute an amendment to the existing Master Interlocal Agreement with Bexar County through September 30, 2019 that will facilitate the selection and delivery of digital content and other library resources and restructure the County's payment plan to

the City. A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment I**.

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

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 7th day of May, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**24 (in consent vote: 5, 6, 7, 8, 9, 10, 12, 13, 15, 17, 18, 19, 22, 24, 25B)**
Date:	05/07/2015
Time:	09:27:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance for Library Services approving an amendment to the existing Master Interlocal Agreement with Bexar County through September 30, 2019 that will facilitate the selection and delivery of digital content and other library resources and restructure the County's payment plan to the City. [Gloria Hurtado, Assistant City Manager; Ramiro S. Salazar, Director, San Antonio Public Library]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

STATE OF TEXAS	§	**SECOND AMENDMENT TO**
	§	**ADDENDUM A-5, LIBRARY SERVICES,**
COUNTY OF BEXAR	§	**OF THE MASTER ILA**
	§	**BETWEEN BEXAR COUNTY**
	§	**AND THE CITY OF SAN ANTONIO**

This **SECOND AMENDMENT TO ADDENDUM A-5, LIBRARY SERVICES, OF THE MASTER ILA BETWEEN BEXAR COUNTY AND THE CITY OF SAN ANTONIO** ("Second Amendment") is dated effective October 1, 2015 ("Effective Date") by and between **COUNTY OF BEXAR** ("COUNTY"), a political subdivision of the State of Texas, and the **CITY OF SAN ANTONIO** ("CITY"), a Texas home rule municipality. COUNTY and CITY may collectively be referred to as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, The Parties entered into the Master ILA in September of 2013 pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov't Code 791 *et.seq.*; and

WHEREAS, Articles 4.01, 6.01 and 21.01 of the Master ILA contemplate that the Parties may need to renew the term, or renegotiate the terms and conditions, of an individual Addendum; and

WHEREAS, COUNTY has provided timely notice to CITY of its desire to modify the terms of Addendum A-5, Library Services, as amended by First Amendment to Addendum A-5, Library Services ("First Amendment"); and

WHEREAS, the First Amendment extended the Term of the Master ILA, Addendum A-5, Library Services for one (1) additional year commencing on October 1, 2014 and expiring on September 30, 2015; and

WHEREAS, through this Second Amendment, the Parties desire to increase the number of one (1) year renewal periods during the Term of the Master ILA, Addendum A-5, Library Services, from four (4) to five (5) and to establish the Library System Annual Fee to be paid by the COUNTY to the CITY under the terms of the Master ILA, as amended, from FY 2015-2016 through FY 2018-2019; and

WHEREAS, it is the desire of both Parties to increase the access options of all library patrons in Bexar County ("Patrons") to the digital services and products in the collections of both the COUNTY's and the CITY's digital library systems by: expansion of the digital libraries' collections and the implementation of technological advancements to the digital architecture of both digital library systems which will allow for Patrons to more easily access both Parties' digital libraries' collections and services in a seamless fashion;

WHEREAS, both Parties aspire to align each Party's digital service strategies to reduce duplication of efforts and to pursue a collaborative approach to the delivery of library services; and

WHEREAS, CITY provides its library resources to Patrons through the San Antonio Public Library system ("SAPL") and COUNTY provides its library resources to Patrons through Biblio Tech, its digital library system; and

WHEREAS, both Parties are committed to maintaining and preserving their respective institutional brands.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
CHANGES AND ADDITIONS TO ADDENDUM A- 5, LIBRARY SERVICES, AS AMENDED BY THE SECOND AMENDMENT

1.01 The recitals are hereby incorporated in the terms and provisions of this Second Amendment.

1.02 The Parties agree that the Term of the Addendum A-5, Library Services, Article IV, Section 4.01 of the Master ILA, shall be modified to provide for a total of five (5) renewal periods of one (1) year each with the initial one (1) year renewal having been exercised in the First Amendment. The additional four (4) renewal periods shall commence on October 1, 2015 and expire on September 30, 2019. The Parties understand and agree to this term extension notwithstanding the fact that the Master ILA term would otherwise terminate as of September 2018. The Parties thus understand and agree that the Master ILA is hereby being extended for the period of one year with regard solely to the operation of the Addendum A-5 Library Services and any relevant provisions of the Master ILA.

1.03 The Library System Annual Fee for the four (4) renewal periods are as follows:

a. FY 2015-2016 COUNTY will contribute $3,484,028.95;
b. FY 2016-2017 COUNTY will contribute $3,184,028.95;
c. FY 2017-2018 COUNTY will contribute $2,884,028.95;
d. FY 2018-2019 COUNTY will contribute $2,584,028.95.

COUNTY commits to acquiring new and additional digital products and services through BiblioTech with the funds attributable to the annual reductions in the Library System Annual Fee in the amount of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) through FY 2018-2019. Digital products and services obtained by the COUNTY with such funds will be made available for use to Patrons holding library cards from both Biblio Tech and SAPL. CITY intends to discontinue products or services that are under-utilized and appropriately reduce in areas where there is duplication with the COUNTY and which CITY estimates will have an annual value of THREE HUNDRED THOUSAND DOLLARS ($300,000.00). The Parties understand and agree that the provisions of this Section 1.03 are intended to replace the following clause in Section J. of Addendum A-5: "*therefore, COUNTY's monetary contribution to CITY's library system is subject to change in the future years.*" The Parties understand and agree that the COUNTY's monetary contribution to the SAPL shall be as set out above in this Section 1.03.

1.04 Each Party will determine the amount of its annual budget for digital products and services to be purchased during the following fiscal year and shall have sole discretion as to the amounts budgeted for those items. In addition, the Parties may jointly purchase digital products and services. All contracts entered into by each Party will identify the Patrons to be provided the products or services as all of the residents of Bexar County.

1.05 The Parties agree that it is in the best interest of the Patrons of COUNTY and CITY to maximize the accessibility of the library resources of both Parties in all media sources available from each library system including: hardback books, magazines, and newspapers (SAPL) and computer, eBooks, eAudiobooks, videos, and music (SAPL and BiblioTech). The Parties hereby commit to phasing-in development of new technology for the benefit of both digital library systems in order to provide Patrons with a robust digital library collection that becomes progressively more accessible and wide-ranging. The following are the joint digital technology goals of the Parties broken down by fiscal year:

a. **FY 2015-2016:** COUNTY and CITY will advertise on the other Party's digital library website a link to the other Party's homepage. CITY will provide a link to BiblioTech's homepage and COUNTY will provide a link to the SAPL homepage.

b. **FY 2016-2017:** BiblioTech and SAPL will each identify a set of digital services that they will co-promote. The co-promoted services will be listed on both Parties' websites with the Party providing the service having its brand appear next to the name and description of the service. The Parties will commence development of the necessary applications and interfaces to allow authentication across two separate integrated library systems ("ILS") in order to cross-connect the Patrons of one digital library system with the digital library system of the other Party for purpose of accessing a library system's collection for which the Patron does not have a library card.

c. **FY 2017-2018:** As part of a continuing commitment to deliver the most seamless Patron experience possible, both Parties will jointly pursue opportunities to facilitate Patrons' access to the full suite of digital products and services available through both Parties' digital library systems. This includes incorporating Patron databases of both Parties into one ILS.

d. **FY 2018-2019:** BiblioTech and SAPL will pursue the development of a jointly owned and sponsored website through which Patrons will be able to access all digital content available from both digital library systems. This will require the Parties to develop technology to allow Patrons to access this collaborative website which will be accomplished by jointly procuring or developing an online discovery layer. At this stage in the development of the digital library systems, it is anticipated that the Patrons' access to the digital content of both library systems will appear seamless.

During the monthly meetings outlined in Section 1.06 below, the Parties' staff representatives shall discuss the status of the development of the technology advancement to be completed during the current fiscal year.

1.06 The Parties recognize that implementing the objectives set out in Section 1.05 will require the Parties to make decisions on a monthly basis. In order to provide continuity in the decision making process, the Parties plan to meet on a monthly basis. Each Party will have two designated staff members attend the monthly meetings along with other staff members that may be contributing to the discussion regarding an item(s) scheduled for a particular meeting. COUNTYdesignated staff are the BiblioTech Administrator and the BiblioTech Head Librarian. CITY designated staff are the SAPL Assistant Director for Public Services and the SAPL Digital Library Services Coordinator. Either Party may replace a designated staff representative and designate a new staff representative by giving written notice to the other Party's staff representatives.

1.07 When Patrons request products which include individual titles, the Parties shall determine whether to buy the product and which Party shall purchase the product or if the product should be jointly purchased. The Party receiving the written request will provide the appropriate response to the Patron.

1.08 If a Party desires to discontinue a product or service, the Party desiring to discontinue the product or service shall give the other Party a minimum of (60) day's written notice before notifying the vendor.

1.09 If a vendor notifies the Party that is purchasing the product or service that the product or service is being discontinued, the Party notified by the vendor shall give the other Party written notice within two (2) weeks of receipt of notice from the vendor.

1.10

ARTICLE II
OTHER TERMS AND CONDITIONS

2.01 All other terms and conditions of Addendum A-5, Library Services, of the Master ILA, as amended, between the Parties are unchanged and remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS THIS _____ of _____ 2015.

COUNTY OF BEXAR

_____

NELSON W. WOLFF
County Judge

CITY OF SAN ANTONIO, TEXAS

_____

SHERYL SCULLEY
City Manager

ATTEST:

GERARD C. RICKHOFF
County Clerk

ATTEST:

LETICIA VACEK
City Clerk

APPROVED AS TO LEGAL FORM:

PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO LEGAL FORM:

MARTHA SEPEDA
Acting City Attorney

APPROVED AS TO FINANCIAL CONTENT:

SUSAN YEATTS
County Auditor

DAVID SMITH
County Manager