

AN ORDINANCE 2008-10-09-0920

APPROVING OR AMENDING VARIOUS INTERLOCAL AGREEMENTS WITH BEXAR COUNTY INCLUDING (A) A RENEWAL OF THE INTERLOCAL AGREEMENT FOR FORENSIC SCIENCE AND MEDICAL EXAMINER'S SERVICES WITH A REVISED CRIMINAL INVESTIGATION LABORATORY FEE SCHEDULE; (B) AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR ANIMAL CARE SERVICES INCREASING THE CITY'S COMPENSATION FOR PROVIDING SERVICES TO UNINCORPORATED AREAS OF BEXAR COUNTY; (C) AND A CONTRACT FOR ELECTION SERVICES TO CONDUCT THE TUESDAY, NOVEMBER 4, 2008 CITY CHARTER ELECTION.

* * * * *

WHEREAS, for many years the City and County have entered into various contractual relationships in which one party provides services to the other party; and

WHEREAS, both the City and the County believe it is in the best interest of both parties to continue this practice in order to eliminate the duplication of services, take advantage of efficiencies and provide residents with the best possible service; and

WHEREAS, County Commissioners have approved extensions and amendments to Interlocal Agreements concerning Animal Care Services and Forensic Science and Medical Examiner's Services and a contract for Election Services and shall consider the amendment to the Library Services Interlocal Agreement at a future date (collectively "Agreements"); and

WHEREAS, City and County staff have negotiated deal points concerning those Agreements which are attached to this Ordinance as Exhibit I; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the renewal of the Interlocal Agreement for Forensic Science and Medical Examiner's Services, the amendment to the Interlocal Agreement for Animal Care Services and the Contract for Election Services to conduct the Tuesday, November 4, 2008 City Charter Election are authorized and approved.

SECTION 2. The City Manager or her designee is authorized to execute the renewal of the Interlocal Agreement for Forensic Science and Medical Examiner's Services, the amendment to the Interlocal Agreement for Animal Care Services and the Contract for Election Services. Copies of these agreements, in substantially final form, are attached to this Ordinance as Exhibits II, III and IV, respectively.

SECTION 3. Funding for the renewal of the Interlocal Agreement for Forensic Science and Medical Examiner's Services is available in Fund 11001000 General Fund, Cost Center 1705020002 Medical Examiner, General Ledger 5201040 Fees to Professional Contractors as part of the FY09 Budget.

SECTION 4. Funding for the Contract for Election Services is available in Fund 11001000 General Fund, Cost Center 2701010001 Municipal Election, General Ledger 5201030 Fees for Government Contracts as part of the FY09 Budget.

SECTION 5. Payment not to exceed the budgeted amounts in Sections 4 and 5 are authorized and shall be encumbered with a purchase order.

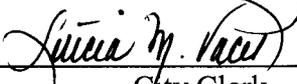
SECTION 6. Funds generated by the amendment to the Interlocal Agreement for Animal Care Services shall be deposited into Fund 296380000 Animal Care Services, Internal Order 237000000004 Rabies Control Fees, General Ledger 4301110 Bexar County - Health Aid.

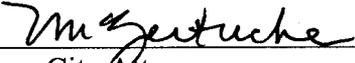
SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 8. This Ordinance shall be effective immediately upon the passage of eight (8) affirmative votes. If it is not passed by (8) affirmative votes, this Ordinance shall be effective on and after the tenth day after passage.

PASSED AND APPROVED this 9th day of October, 2008.


M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 27

Name:	27
Date:	10/09/2008
Time:	03:02:56 PM
Vote Type:	Motion to Approve
Description:	An Ordinance approving or amending various interlocal agreements with Bexar County including (A) a renewal of the Interlocal Agreement for Forensic Science and Medical Examiner's Services with a revised Criminal Investigation Laboratory fee schedule; (B) an amendment to the Interlocal Agreement for Animal Care Services increasing the City's compensation for providing services to unincorporated areas of Bexar County; (C) and a Contract for Election Services to conduct the Tuesday, November 4, 2008 City Charter Election. [A.J. Rodriguez, Deputy City Manager; Andrew Smith, Director, Intergovernmental Relations]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

Exhibit I

**City/County Interlocal Agreements
Deal Points**

City/County Interlocal Agreements Deal Points

September 30, 2008

For many years, the City and County have been entering into Interlocal Agreements and contracts through which certain services are provided by either party. The governing bodies of the City and County believe it is in the best interest of both parties to continue this practice in order to eliminate duplication of services, take advantage of efficiencies and provide residents with the best possible service.

Currently the City and County are negotiating extensions for the following agreements/contracts, and staff has tentatively agreed to the following:

- 1. Animal Care Services** – County will pay \$600,000 for FY 2009 and City will dedicate \$50,000 from the County's contribution for spay/neuter program. The City and the County will agree on a funding formula for years 3-5 of the contract within 60 days of approval of the contract amendment by both governing bodies.
- 2. Library** – City will accept \$3.5 million flat fee for FY 09. The County will provide \$285,000, set aside for a proposed technology center in an existing SAPL branch. The proposal for a technology center will be prepared and submitted for authorization by the Library Board of Trustees. The City will provide opportunities to recognize the County and offer other branding opportunities at the technology center. The City and the County will agree on a funding formula for years 3-5 of the contract within 60 days of October 1, 2008.
- 3. Crime Lab** – The City will pay for services rendered at the rates indicated on the new fee schedule for FY 2008-09 contingent upon the approval of the \$285,000 for a SAPL Technology Center by the County.
- 4. Elections** – City will pay \$417,000 for the November 2008 election.
- 5. Action Dates** – The City and the County agree to take these deal points to their respective governing bodies as one package. The County will take to the Commissioners Court for consideration on Oct. 8 and the City will take to City Council on Oct. 9.

Exhibit II

**Renewal of Interlocal Agreement for Forensic Science and Medical
Examiner's Services**

**FORENSIC SCIENCE AND MEDICAL EXAMINER'S SERVICES AGREEMENT
CONTRACT EXTENSION AND FEE SCHEDULE APPROVAL**

WHEREAS, pursuant to City of San Antonio (CITY) Ordinance No. 2006-09-01-1110, the CITY entered into an agreement with County of Bexar (COUNTY) whereby the COUNTY agreed to provide forensic science services to the CITY; and

WHEREAS, said agreement provided for an initial term ending September 30, 2007, and provided for four one-year extensions; and

WHEREAS, pursuant to CITY Ordinance 2007-09-20-1023, the parties entered into the first of the four aforementioned extensions, the term of said extension ending September 30, 2008; and

WHEREAS, the parties now wish again to extend said agreement for one year, for the period commencing October 1, 2008, and ending September 30, 2009; and

WHEREAS, the parties, in addition, wish to agree to certain changes, as provided for in Section 7.02 of the agreement, in the Criminal Investigation Laboratory fee schedule; **NOW THEREFORE:**

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. The agreement between the CITY and the COUNTY, entered into pursuant to City of San Antonio Ordinance No. 2006-09-01-1110, whereby the COUNTY agreed to provide forensic science services to the CITY, is hereby extended for one year, for the period commencing October 1, 2008, and ending September 30, 2009.

SECTION 2. The attached amended Criminal Investigation Laboratory fee schedule is hereby agreed to.

EXECUTED AND AGREED TO this the ____ day of _____, 2008.

CITY OF SAN ANTONIO

COUNTY OF BEXAR

SHERYL SCULLEY
City Manager

NELSON W. WOLFF
County Judge

ATTEST:

ATTEST:

LETICIA VACEK
City Clerk

GERRY RICKOFF
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MICHAEL BERNARD
City Attorney

SUSAN D. REED
District Attorney

BEXAR COUNTY

Approved FY 2008-09 Crime Laboratory Fee Schedule (Effective October 1, 2008)

Description	Code	Fee	Description	Code	Fee		
Evidence Clerk Testimony/Hour	75.00	4000	80.00	Firearms Testimony or Crime Scene/Hour	4300	110.00	100.00
Evidence Registration/ Case	18.00	4001	20.00	Powder, Cartridge or Bullet Identification/Item	4301	37.00	35.00
Shipping and Handling/Case	35.00	4002	37.00	Microscopic Comparison/Item	4303	84.00	80.00
Copy of Report Only	18.00	4004	20.00	Mechanical Evaluation of Weapon or Test Fire/Item	4304	75.00	70.00
Copy of Case Complete File	30.00	4005	42.00	Chronograph or Special Testing/Ammunition or Weapon	4305	150.00	140.00
Trace Evidence Testimony or Crime Scene/Hour	100.00	4100	110.00	Documentation or Photograph/Case	4307	37.00	35.00
Evidence Search or Removal/Item and Lift	35.00	4101	37.00	Physical Re-Construction/ Item	4311	75.00	70.00
Microscopic Exam-General/Item	35.00	4102	37.00	Serial Number Restoration/Number Area	4312	75.00	70.00
Microscopic Comparison /Slide	35.00	4108	37.00	Repair, Clean-up or Restoration of Firearms/ 0.5 hour.	4314	37.00	35.00
GC/MSD/Sample	70.00	4112	75.00	Toolmark Replication/Tool	4315	18.00	17.00
Analysis by FTIR/Sample	70.00	4113	75.00	NIBIN or Drugfire Screen/Item	4319	18.00	17.00
GSR by SEM-EDX/STUB	160.00	4114	170.00	Digital Input & Search/Item	4320	18.00	17.00
SEM/EDX Analysis/Hour	160.00	4115	170.00	Hit Verification/ Item	4322	37.00	35.00
Glass Analysis / Sample	70.00	4116	75.00	Drug Identification Testimony or Crime Scene/Hour	4500	110.00	100.00
Microcrystalline Test or Spot Test/Sample	70.00	4118	75.00	Qualitative Analysis /Sample	4501	37.00	35.00
GSR by Microscopic and Chemical Analysis/Item	70.00	4119	75.00	Quantitative Analysis /Sample	4502	160.00	150.00
Serology Testimony or Crime Scene /Hour	100.00	4200	110.00	Identification by Description / Sample	4503	18.00	17.00
Evidence Search and Processing/Item	35.00	4201	37.00	Marijuana: Bulk Handling/Case	4506	37.00	35.00
Storing Serological Evidence/Item	35.00	4202	37.00	Marijuana: Qualitative ID/Sample	4507	37.00	35.00
Presumptive Testing/Item	30.00	4203	32.00	Marijuana: Seed Germination/Case	4508	18.00	17.00
Spermatozoa Search/Slide	35.00	4206	37.00	Mushrooms or Peyote/Sample	4509	160.00	150.00
Species Determination Testing (blood)/Sample	35.00	4209	37.00	Hashish/Sample	4514	75.00	70.00
P30 Antigen Testing/Item	30.00	4213	32.00	Microcrystalline Test/Sample**	4515	37.00	35.00
DNA Analysis /Sample (13 Loci)*	450.00	4214	475.00	Derivatization/Sample**	4516	37.00	35.00
DNA Analysis/ Sample (Additional System)*	360.00	4215	380.00	Organic Extraction/Sample**	4517	37.00	35.00
Sexual Assault Evidence Collection Kit (No Clothing)		4220	315.00	Clandestine Lab Handling (Qualitative)/Case**	4519	37.00	35.00
	300.00						

TAG #	RX #	ITEM DESCRIPTION-MANUFACTURE	MODEL #	SERIAL #	VALUE AMT.	ACQ. DATE	SECTION	REPLACEMENT AMOUNT
C00063	42210000002	Computer-Dell Optiplex (3130 instrument)	DHM	281XV71	1184	38910	Serology	\$1,052.00
86366	36790000067	DNA Thermal Cycler-Applied Biosystems	9700	805N7052975R	5995	36314	Serology	\$6,250.00
86357	36790000077	LCD Projector-Sharp	XG-NV5XB	901313051	5596	36355	Admin.	\$825.00
C00155	36790000093	Microcentrifuge-Heraeus	75003284	277006	1285	36545	Serology	\$2,400.00
100157	42190000002	Sequence Detection System-Applied Biosystem	7000	270003527	42500	38442	Serology	\$30,000.00
		Olympus Stereoscope					Trace	\$2,450.00

\$42,977.00

Exhibit III

Amendment to Interlocal for Animal Care Services

STATE OF TEXAS

§
§
§
§
§

**FIRST AMENDMENT TO
CITY-COUNTY INTERLOCAL
AGREEMENT FOR ANIMAL
CARE SERVICES**

COUNTY OF BEXAR

This First Amendment to the Interlocal Agreement for Animal Care Services between the **City of San Antonio**, a home-rule municipality situated within Bexar County, Texas, herein called "City" and the **County of Bexar**, a political subdivision of the State of Texas, herein called "County"), is entered into this ____ day of _____, 2008, pursuant to the Texas Interlocal Cooperation Act.

WITNESSETH

WHEREAS, in 1966 City and County began entering into contracts through which City provides the residents of the unincorporated areas of County with animal care services; and

WHEREAS, the Commissioners Court of Bexar County adopted a Rabies Control Order on April 1, 1996, pursuant to Texas Health & Safety Code Ann. §826.014, for rabies control and County does not have kenneling or an animal care services facility to use in carrying out said order; and

WHEREAS, the City and County entered into an Interlocal Agreement (the Agreement) for animal care services on October 1, 2007; and

WHEREAS, the governing bodies of City and County believe it is in the best interest of County for City to continue to provide residents of the unincorporated areas of Bexar County with animal care services and the enforcement of the provisions of County's Rabies Control Order, as amended;

NOW THEREFORE, the parties agree as follows:

ARTICLE I
AMENDMENTS

1.01 Article V, is hereby amended to read as follows:

5.02 The Animal Care Services Director, or his designated representative, is authorized by County to execute administrative directives appropriate to the operation and management of the County's Rabies Control Program as provided for in the Bexar County Commissioners Court Order on Rabies Control dated 1996, as amended. County shall revise and update its Order. The County shall send City its proposed revised Order for comment at least sixty (60) days prior to its approval by the Commissioners Court.

6.01 Article VI, is hereby amended to read as follows:

The Parties have agreed that the Annual Fee for FY 2008-2009 shall be SIX HUNDRED THOUSAND DOLLARS (\$600,000.00).

6.02 Article VI, is hereby amended to read as follows:

Commencing October, 2008, City shall submit duplicate invoices on the tenth day of each month to County in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) for the animal care services provided to County in the preceding month by the City. The invoices shall be sent by City to County addressed to: (1) County Auditor at 212 Stumberg, Suite 100, San Antonio, Texas 78204; and (2) Government Relations Manager, Bexar County Commissioners Court, Bexar County Courthouse, Suite 120A, 100 Dolorosa, San Antonio, Texas 78205-3042. Within thirty (30) days of receipt of an invoice, County shall remit payment of the invoice to: City of San Antonio, Treasury Division, P.O. Box 839975, San Antonio, Texas 78283-3975. City shall submit a year-end statement to County by October 10, 2009 reflecting the total amount of the fees paid by County to City under this Agreement during FY 2008-2009 for animal care services.

ARTICLE II
TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE WRITTEN ABOVE.

County of Bexar County

City of San Antonio:

COUNTY OF BEXAR

CITY OF SAN ANTONIO, TEXAS

By: _____
NELSON W. WOLFF
County Judge

By: _____
SHERYL L. SCULLEY
City Manager

ATTEST:

ATTEST:

GERARD RICKHOFF
County Clerk

LETICIA VACEK
City Clerk

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FORM:

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

MICHAEL D. BERNARD
City Attorney

By: _____
PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

TOMMY J. TOMPKINS
County Auditor

DAVID SMITH
Executive Director/Budget Officer
Planning & Resource Management Department

Exhibit IV

Contract for Election Services

- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from the initial polling locations, including early voting substations, for CITY;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bexar County Voter Registration pursuant to the request by CITY;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide information for election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct early voting, in person and by mail, for CITY;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots;
- (M) Provide such incidental related services as may be necessary to effect the election;
- (N) Meet ADA requirements as the law relates to polling locations and voter assistance, etc; and
- (O) Provide for Central Count Tabulation (s):
 - a. Preparation and programming of the ballots on the AIS 650 Optical Scanner
 - b. Preparation and tabulation of votes from the iVotronic Voting System.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by CITY OF SAN ANTONIO, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of CITY'S election records.

ARTICLE V
TERM

5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, CITY agrees to pay ADMINISTRATOR the actual cost of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. CITY further agrees to deposit with ADMINISTRATOR \$ 417,000.00 no later than September 30, 2008 to cover the estimated pro rata cost.

6.02 In the event the actual election costs exceed CITY'S deposit, the difference between the actual costs and the deposit will be paid by CITY within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Bexar County Clerk and mailed to:

**Jacquelyn F. Callanen
Bexar County Elections Administrator
203 W Nueva St., Ste. 3.61
San Antonio, Texas 78207-4505**

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY and returned to it.

ARTICLE VII
GENERAL PROVISIONS

7.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

7.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

7.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this ____ day of _____, 2008

ELECTIONS ADMINISTRATOR

CITY OF SAN ANTONIO

BY: 
JACQUELYN F. CALLANEN

BY: _____
PRINT: _____
TITLE: _____

APPROVED AS TO LEGAL FORM:

SUSAN REED
CRIMINAL DISTRICT ATTORNEY
BEXAR COUNTY, TEXAS

BY: 
KELSEY MENZEL
ASSISTANT CRIMINAL DISTRICT
ATTORNEY- CIVIL SECTION



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 27
Council Meeting Date: 10/9/2008
RFCA Tracking No: R-3788

DEPARTMENT: Intergovernmental Relations **DEPARTMENT HEAD:** Andrew Smith

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Interlocal Agreements with Bexar County

SUMMARY:

An ordinance approving the deal points negotiated by City and County staff related to the following Interlocal Agreements:

A) Forensic Science and Medical Examiner's Services Interlocal Agreement Extension:

This Ordinance amends the current interlocal agreement with Bexar County to provide forensic science and medical examiner services to the San Antonio Police Department (SAPD), adopting a new fee schedule. The agreement is effective October 1, 2008 through September 30, 2009, with automatic annual renewals for two (2) additional one (1) year terms remaining. The City will remit to the County the minimum guaranteed amount for FY 2008 of \$1,288,152.00, as well as all costs incurred in excess of this minimum payment.

B) Contract for Election Services with Bexar County:

This ordinance provides for the Bexar County Elections Administrator to conduct the Tuesday, November 4, 2008 City Charter Election. Election services include lease of equipment and tabulation of Early Voting and Election Day voting results. The ordinance sets forth the duties and responsibilities of the City of San Antonio and the Bexar County Elections Office in connection with the November 4, 2008 City Charter Election. It also authorizes execution of a contract in an amount not to exceed \$417,000.00 for Election Services.

C) Animal Care Services Interlocal Agreement Extension with Bexar County:

This ordinance will amend the terms and conditions and authorize the City Manager to execute a one (1) year extension with Bexar County for City of San Antonio to provide Animal Care Services in unincorporated areas of Bexar County during the period October 1, 2008 through September 30, 2009, and to accept a sum of \$600,000.00 for current level of services. In addition, the Parties may renew the Agreement on an annual basis for three (3) additional one (1) year terms.

A summary of the deal points for each agreement are attached as Exhibit I.

BACKGROUND INFORMATION:

Forensic Science Services

During FY 2008, crime lab services were provided to the San Antonio Police Department by the Bexar County Forensic Science Center, pursuant to a five-year interlocal agreement authorized by City Council, Ordinance #2006-09-01-1110, on September 21, 2006. The SAPD has indicated that they are satisfied with the services currently provided by the Bexar County Forensic Science Center. Bexar County, in accordance with the contract, has proposed a new fee schedule for services beginning October 1, 2008. The proposed fee schedule will increase the total expenditures for the fiscal year beginning October 1, 2008, by more than 5%, which requires City Council approval.

Election Services

Below are additional duties and responsibilities of the Bexar County Elections Office:

- a) Procure and distribute election supplies, to include the printing and distribution of ballots.
- b) Hire, train and pay Election Judges, Clerks and other Election Personnel.
- c) Secure Early Voting and Election Day polling sites.
- d) Conduct Early Voting, in person and by mail.
- e) Conduct Election Day Voting.
- f) Tabulate Election Returns.
- g) Process all requests for Mail Ballots.
- h) Convene the Ballot Board for signature verification and counting of the mail ballots.

Animal Care Services

The services provided to the County have included: picking up stray and unwanted dogs and cats, dispatching services, kenneling, care of picked up animals at the Animal Care Facility, isolation and observation of animals that have bitten a person, euthanasia and the humane disposal of unclaimed animals.

Under the current agreement, the County pays a flat fee of \$550,000.00 for FY 2008. County's Annual Fee includes provision by City of all necessary repairs, maintenance, lubrication, and fuel for four (4) County-supplied, suitable vehicles equipped with two-way radios and cages similar to those used by City animal care officers. Also, during the term of this Agreement and within the geographical area covered by this Agreement, City shall: (1) provide dispatching services for all reports received regarding stray or unwanted dogs and stray cats; (2) kennel all dogs and cats brought to the animal care services facility; (3) investigate animal bite complaints and provide ten (10) day rabies observation of animals that have bitten a person; and (4) provide humane euthanasia and appropriate disposition of unclaimed dogs and cats in accordance with the provisions of the City Code.

ISSUE:

Forensic Science Services

On May 28, 2008 the County sent the San Antonio Police Department – Deputy Chief of Investigation Division correspondence that notified the SAPD that the forensic science service fees would increase by approximately 12.68%. The new fee schedule is attached to this memo. If this ordinance is not approved, then the City will continue to pay based on the FY 2007-2008 fee schedule.

Election Services

The contract with Bexar County must be executed in order for the City's Charter Amendment to be placed on the November 4, 2008 ballot.

Animal Care Services

In 2007, the Parties agreed to cooperate towards negotiating a funding formula and payment procedures to be used for determining payments in future renewal periods. Staff from both the City and County have been discussing these issues; however have not made a final determination regarding funding amounts and the delegation of animal care services and rabies control services. City and County staff will continue to negotiate and are committed to developing a funding formula for years 3-5 of the contract within 60 days of the approval of this amendment.

The County has indicated they have budgeted \$600,000.00 for FY 2009.

The City would specifically like to discuss the County assuming sole funding responsibility for rabies services and the City continuing to have responsibilities for all other animal care services.

ALTERNATIVES:

Forensic Science Services

City Council could deny the request to increase the fee schedule and continue to pay at the current rate.

Election Services

If the ordinance is not adopted as scheduled, the City of San Antonio will be delayed in paying Bexar County.

Animal Care Services

Discontinuing services to Bexar County is an alternative, as the City of San Antonio is not obligated to provide animal care services to the County. City would have to give County 30 days notice in order to terminate services. City and County shall continue negotiations on the formula and payment procedures to be used for years 3-5 of the Agreement.

FISCAL IMPACT:

Forensic Science Services

The San Antonio Police Department currently has \$1,604,310.00 budgeted for FY 2009, and has estimated that expenditures for crime lab services will reach approximately \$1,561,559.00. The Police Department will manage any overages within their FY 2009 budget.

Election Services

The Election Services Contract with Bexar County for Early Voting and Election Day is \$417,000.00. Half of the total has been requested by October 10, 2008. Funds have been budgeted in the City's FY 2009 Budget.

Animal Care Services

The County would pay City a flat fee of \$600,000.00 for FY 2009. The Parties will continue to

negotiate a funding formula for years 3-5 within 60 days of approval of this amendment.

RECOMMENDATION:

Staff recommends approval of agreements with Bexar County.

ATTACHMENT(S):

File Description	File Name
November 2008 Election Services Contract	2008 Elections Contract.pdf
Amendment to Animal Care Services agreement	ACS ILA Amendment_FY09.doc
Amendment to Forensic Science Services agreement	Forensic Amendment_FY09.doc
FY 09 Forensic Science Fee Schedule	Crime Lab Fee Schedule_FY09.pdf
Exhibit I - Deal Points	DealPoints.pdf
Voting Results	
Ordinance/Supplemental Documents	200810090920.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Andrew Smith	Director	Intergovernmental Relations
William McManus	Police Chief	SAPD
Leticia Vacek	City Clerk	Office of the City Clerk
Jeffrey L. Hale	Director	Animal Care Services

APPROVED FOR COUNCIL CONSIDERATION:

Erik Walsh	Assistant City Manager
A.J. Rodriguez	Deputy City Manager
T.C. Broadnax	Assistant City Manager