

AN ORDINANCE 2013-08-15-0546

AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SAN ANTONIO RIVER AUTHORITY TO PROVIDE ENVIRONMENTAL AND ADMINISTRATIVE SERVICES IN AN AMOUNT NOT TO EXCEED \$52,843.00 IN SUPPORT OF THE MISSION DRIVE-IN REDEVELOPMENT PROJECT TO BE FUNDED THROUGH THE FY 2010 CLEAN WATER ACT SECTION 319(H) GRANT.

* * * * *

WHEREAS, Ordinance 2011-08-04-0610 accepted a FY 2010 Clean Water Act Section 319(h) Grant, funded through the Environmental Protection Agency (EPA), in the amount of \$520,439.00 for a term through August 31, 2014; and

WHEREAS, the grant proposal submitted by the Public Works Department was to fund the installation of onsite Low Impact Development (LID) Best Management Practices (BMPs) storm water pollution reduction measures in conjunction with the Mission Drive-In Redevelopment and the San Antonio River Authority (SARA) was specified as a project participant for best management practices assessment monitoring; and

WHEREAS, this Ordinance authorizes the execution of an Interlocal Agreement (ILA) with the San Antonio River Authority (SARA), in an amount not to exceed \$52,843.00, to provide environmental and administrative services in support of the Mission Drive-In Redevelopment Project, to be funded through the FY 2010 Clean Water Act Section 319(h) Grant; **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, Public Works Department or his designee, is hereby authorized to execute an Interlocal Agreement (ILA) with the San Antonio River Authority (SARA), in an amount not to exceed \$52,843.00, to provide environmental and administrative services in support of the Mission Drive-In Redevelopment Project, to be funded through the FY 2010 Clean Water Act Section 319(h) Grant. A copy of the Interlocal Agreement (ILA), in substantially final form, is attached and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 60 days from the effective date.

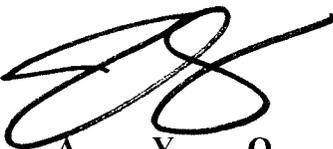
SECTION 2. The City Manager or her designee, or the Director, Public Works Department or his designee, is hereby authorized to execute any and all documents to effectuate the Interlocal Agreement in an amount up to \$52,843.00 with the San Antonio River Authority in support of the Mission Drive-In Redevelopment Project.

SECTION 3. The sum of \$52,843.00 is hereby appropriated in Internal Order 123000000346 and will be disbursed from GL 6102100. Payment is authorized to San Antonio River Authority upon issuance of a Purchase Order.

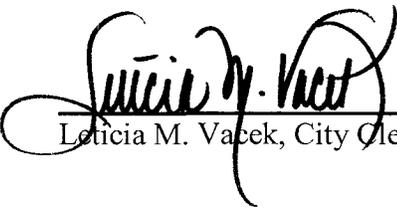
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this 15th day of August, 2013.


M A Y O R
Julián Castro

ATTEST:

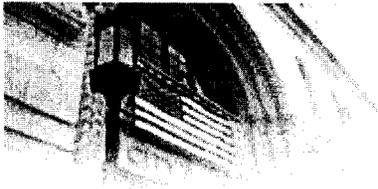


Leticia M. Vacek, City Clerk

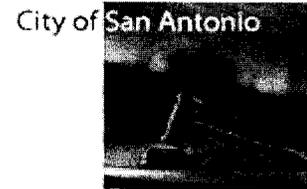
APPROVED AS TO FORM:



for Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 23

Name:	5, 6, 7, 8, 10, 11, 12, 13, 14, 18, 19, 21, 23, 24						
Date:	08/15/2013						
Time:	09:30:16 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an Interlocal Agreement with the San Antonio River Authority to provide environmental and administrative services and authorizing payment from the City to SARA in an amount not to exceed \$52,843.00 in support of the Mission Drive-In Redevelopment Project to be funded through the FY 2010 Clean Water Act Grant. [Peter Zanoni, Deputy City Manager]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

STATE OF TEXAS §
§ **INTERLOCAL AGREEMENT FOR LOW
IMPACT DEVELOPMENT (LID)
FEASIBILITY AND ANALYSIS SERVICES**
§
COUNTY OF BEXAR §

The City of San Antonio (“COSA”), a home-rule municipality in Bexar County, Texas, and the San Antonio River Authority (“SARA”), a regional river authority established by the Texas Legislature in 1937, enter this agreement pursuant to the authority granted by each governing body and acting through Ordinance No. 2013-01-_____, adopted by the City of San Antonio’s City Council on August 15, 2013, and through a motion passed and approved by SARA’s Board of Director’s on August ___, 2013. The Interlocal Cooperation Act, Texas Government Code Chapter 791, 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

WHEREAS, Ordinance 2011-08-04-0610, passed and approved by the San Antonio City Council on August 4, 2011, ratified a grant application to the U.S. Environmental Protection Agency (EPA) through the Texas Commission on Environmental Quality (TCEQ) for a non-point source pollution program (Clean Water Act section 319) grant for low impact development best management practices at the Old Mission Drive-In Theatre site. The COSA contract with TCEQ specifies SARA as a project participant for best management practices assessment monitoring. The purpose of this Interlocal Agreement is to complete the section 319 grant activities.

WHEREAS, it is to the mutual benefit of COSA and SARA that the feasibility of incorporating Low Impact Development (LID) and Best Management Practices (BMPs) be assessed and this information be disseminated through educational efforts, for the advancement of LID and stormwater management within the community, as proposed in the grant application and the COSA contract with the TCEQ for installation, monitoring, and evaluation of stormwater BMPs.

WHEREAS, COSA has a duty to meet the requirements of the existing contract between COSA and the TCEQ and to ensure that sound science has guided the development and implementation of LID and stormwater BMPs.

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

SECTION 1. SERVICES

1.01 Services to Be Provided by COSA. The City of San Antonio Public Works Department provides coordination and support in response to the requirements of the TCEQ Contract Number: 582-11-12836, Clean Water Act (CWA) Section 319(h) Nonpoint Source (NPS) Grant Program FY 2010 Proposal.

1.02 Services to Be Provided by SARA. Subject to the terms and conditions hereinafter set out, and upon COSA request, SARA agrees to provide an assessment of the feasibility of modifying the Unified Development Code (UDC) to incorporate LID BMPs, to disseminate a draft technical guidance manual with schematic renderings of the implemented BMPs, and to conduct outreach activities to educate officials, key governmental staff, and other stakeholders on the purpose and value of LID. SARA will also develop and provide a Quality Assurance Project Plan (QAPP) with Project Specific Data Quality Objectives identifying all water quality monitoring procedures and methods. The scope of this work is available in Attachments (A), (B),(C), and (D) (specific tasks from the TCEQ contract), which are incorporated herein for all purposes, as follows: Attachment (A) Task 2: Quality Assurance; Attachment (B) Task 3: BMP Monitoring (excluding storm water sampling station purchase / installation; extrapolation of analysis results; and final report preparation); Attachment (C) Task 6: Investigate feasibility of modifying the UDC to incorporate LID BMPs; and Attachment (D) Task 7: Dissemination of Project Results and Educational Activities.

1.03 Services. Upon request, SARA agrees to provide the aforementioned services and acknowledges that COSA is procuring these services for the benefit of the public. SARA agrees, in support of public good, to consider COSA as the customer and shall provide COSA-requested services.

1.04 Provision of Services. COSA and SARA agree that these services will be put in place and maintained to be able to support COSA to meet the requirements of the TCEQ Contract Number: 582-11-12836, CWA, section 319(h), NPS Source Grant.

1.05 Term of Agreement. SARA shall provide services following approval of the governing bodies as signified by the passage of the aforementioned Ordinance and Resolution, and complete the product by August 31, 2014. This Agreement will terminate with COSA upon receipt of the product, unless one of the Parties terminates this contract earlier, and so long as COSA appropriates funds from current revenues to continue the Agreement.

1.06 Service Requirements.

- a. SARA designates SARA's Watershed Engineering Manager, or designee, to serve as a single point of contact for this Agreement.
- b. COSA designates COSA's Public Works Director, or designee, to serve as a single point of contact for this Agreement.

1.07 SARA Quality Control. SARA will use its best efforts to ensure all technical documents and information meets the aforementioned components of Tasks: 2, 3 (excluding storm water sampling station purchase / installation; extrapolation of analysis results; and final report preparation), 6, and 7 of the TCEQ Contract Number: 582-11-12836, section 319(h) NPS Grant in Attachment (A),(B), (C), & (D); however, the parties acknowledge that it is ultimately the responsibility of COSA to meet the terms of the TCEQ Contract.

SECTION 2. COSTS

2.01 Charges. SARA agrees that the total cost of the services to be provided by SARA (as described in Section 1) shall not exceed \$110,085.00. COSA agrees to pay SARA a total amount not to exceed \$52,843.00 (48%) for these services. SARA agrees to provide the remaining 57,242.00 (52%) at no cost to COSA. These costs may be revised by mutual agreement between SARA and COSA.

2.02 Billing. SARA will provide COSA with invoices (to include back up documentation) detailing the total amount expended toward the agreed upon services during the period of time covered under the invoice. The total amount invoiced (/payable /reimbursable) shall be 48% of the total amount expended. COSA agrees to and shall pay the invoice promptly but not more than thirty days from approval of the invoice by COSA. All payments made under this Agreement shall be by business check or by money order and shall be made payable to "San Antonio River Authority". Payment shall be sent to the following address: San Antonio River Authority, 100 East Guenther St. San Antonio, Texas 78204.

2.03 Source of Funds. Any Party paying for performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.

SECTION 3. TERMINATION

3.01 Termination. Any other provision notwithstanding, either Party, at any time, may elect to terminate this Agreement by providing ninety (90) days written notice to the other Party and full payment for terms of the agreement that have been incurred up to the date of Termination.

SECTION 4. GENERAL PROVISIONS

4.01 Liability and Venue. The Parties hereby acknowledge and understand that they are both governmental entities and that the Texas Tort Claims Act and other applicable laws will govern issues of liability. 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. This Agreement is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas. The Parties shall maintain self-insurance at a level sufficient to meet their respective obligations under this Agreement.

4.02 Assignment. This Agreement is not transferable or assignable without the prior written consent of the other Party. Failure to obtain written consent before assigning any rights under this Agreement shall result in automatic termination of the Agreement, and neither Party shall have any further duty to perform under the contract or other liability. Consent shall not be unreasonably withheld.

4.03 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.

4.04 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.

4.08 Force Majeure. Neither Party to this Agreement shall be required to perform a duty set out in this Agreement so long as that performance is delayed or prevented by acts of God, strikes, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of either Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome.

4.09 Entire Agreement. This Agreement, with the Attachments (A), B, (C) and (D), 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.

4.10 Amendments. Substantive amendments to this Agreement will require the mutual written agreement of the Parties, and any such amendment is subject to prior approval by each Party's governing body.

4.11 Parties Bound. 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.

EXECUTED to be effective this _____ day of _____, 2013. [Effective Date]

CITY OF SAN ANTONIO

SAN ANTONIO RIVER AUTHORITY

By: _____

Sheryl Sculley
City Manager

By: _____

Suzanne B. Scott
General Manager

APPROVED AS TO FORM:

By: _____

Michael D. Bernard
City Attorney

By: _____

David Ross
General Counsel

Attachment A. Task 2: Quality Assurance

Task 2 Objectives and Deliverables				
Task 2:	Quality Assurance			
Costs:	Federal:	\$0	Non-Federal:	\$ 4500 Total: \$ 4500
Objective:	To develop data quality objectives (DQOs) and quality assurance/control (QA/QC) activities to ensure data of known and acceptable quality are generated through this project.			
Subtask 2.1:	<p>Quality Assurance Project Plan (QAPP) Planning Meetings – The CITY OF SAN ANTONIO with the San Antonio River Authority (SARA) will schedule QAPP planning meetings with the TCEQ Project Manager, Quality Assurance staff, technical staff, management, and contractors, to implement a systematic planning process, based on the elements of the TCEQ NPS QAPP Shell. The information developed during the planning meetings will be incorporated into a QAPP. Additional planning meetings may also be conducted to determine if any changes need to be made to an existing QAPP. The determination of where the data resides (and how it should be coded) will be determined during the QAPP planning meeting.</p> <p>Start Date: Month 1 Completion Date: Month 3</p>			
Subtask 2.2:	<p>QAPP for Monitoring –SARA will develop and submit to the TCEQ a QAPP with project specific DQOs consistent with the <i>EPA Requirements for Quality Assurance Project Plans (QA/R5)</i> format and the TCEQ NPS QAPP Shell 120 days prior to the initiation of any data collection. All of the monitoring procedures and methods prescribed in the QAPP will be consistent with the guidelines detailed in the TCEQ Surface Water Quality Monitoring Procedures, Volume 1 and 2, where applicable. The QAPP will be developed by SARA with technical assistance from TCEQ Project Manager, Quality Assurance staff, technical staff, management, and contractors. The QAPP must be approved by TCEQ before data collection begins.</p> <p>Start Date: Month 1 Completion Date: Month 5</p>			
Subtask 2.3:	<p>QAPP Update –SARA will provide input to TCEQ 60 days prior to the end of the effective period of the QAPP and will develop annual QAPP revisions no less than 45 days prior to the end of the effective period of the QAPP.</p> <p>Start Date: Month 15 Completion Date: Month 20</p>			
Subtask 2.4:	<p>QAPP Amendments – Amendments to the QAPP and the reasons for the changes will be documented by the City/SARA and revised pages will be forwarded to all persons on the QAPP distribution list by the Contractor Quality Assurance Officer. Amendments shall be reviewed, approved, and incorporated by the City/SARA into a revised QAPP during the annual revision process or within 120 days of the initial approval in cases of significant changes.</p>			
Deliverables	<ul style="list-style-type: none"> • QAPP Planning Meeting • Draft and Final QAPP • Draft and Final QAPP Annual Updates • Draft and Final QAPP Amendments • Water quality monitoring non-conformances will be reported to TCEQ Project Manger and included in QPRs 			

Attachment B. Task 3: BMP Monitoring
 (Excluding storm water sampling station purchase / installation;
 extrapolation of analysis results; and final report preparation)

Tasks, Objectives and Schedules					
Task 3:	BMP monitoring -conduct post WQ monitoring and sample analyses.				
Costs:	Federal:	\$4,000 \$5,296	Non-Federal:	\$44,840 \$24,840	Total: \$44,840 \$50,136
Objective:	To assess individual BMPs and overall project site efficiency in the reduction of <i>E. coli</i> , and other parameters. To compare overall site effluent concentrations with those of equivalent site without LID BMPs. To extrapolate for annual values.				
Subtask 3.1:	BMP Monitoring				
	Conduct effectiveness monitoring for installed BMPs by collecting samples and analyzing for <i>E. coli</i> bacteria, nutrients and Total Suspended Solids (TSS) concentrations. This will include comparison monitoring of storm events from a similar urban site - similar size and topography, similar percentage paved area, but with conventional storm water controls. LID BMP performance results will be expressed in percentage and in effluent load multiplying the reduction in event mean concentration - for all BMPs -- by site runoff volume. Where discharge sampling is not appropriate to assess BMP efficiency (primarily with the rainwater harvesting and irrigation BMP), the performance will be calculated as the volume of storm water held onsite multiplied by the average concentrations of pollutants in the site's untreated storm water (inlet values). During the three-year contract period the goal will be to sample at least five storm water events for each BMP installed; monitor the volume of rain water captured in and used by the rain harvesting BMP; and collect storm water runoff samples from the basin and bioswale BMP inlets and outlets and analyze for <i>E. coli</i> , nutrients and TSS. BMP effectiveness monitoring will be coordinated and primarily conducted by SARA. The goal of the sampling is to quantify the effectiveness of the BMPs to reduce bacteria in surface waters by reducing the volume of storm water leaving the project area. Data generated during this project will be used in a report that identifies the effectiveness of each type of BMP selected for the project area. The results will be extrapolated to estimate the load reduction to be accomplished by incorporating comparable practices over the area expected to be re-developed or retrofitted in the Upper San Antonio WPP area over the following 10 years, using construction projections and the reduction in loading accomplished by the project's BMPs.				
	Start Date:	Month 5	Completion Date:	Month 31	
Deliverables	<ul style="list-style-type: none"> • Semi-annual submission of analytical data • Technical report describing monitoring efforts and the effectiveness of monitored BMPs to reduce bacterial loads. 				

Notes:

 \$25,296 of the total budget for Task 3 will be contributed to storm water sampling station construction purchase and installation. The remaining \$24,840.00 (in Non-Federal contributions) is included in the "Work-In-Kind" services to be provided by SARA at no cost to COSA. (Reference Section 2.01)

 SARA's tasks will NOT include EITHER preparation of the final report on the effectiveness of the constructed LID BMPs, OR the estimation of the impact inclusion of such features in future development could have on the water quality in the City's watersheds.

Attachment C. Task 6: Investigate feasibility of modifying the UDC to incorporate LID BMPs

Tasks, Objectives and Schedules					
Task6:	Investigate feasibility of modifying the UDC to incorporate LID BMPs.				
Costs:	Federal:	\$51,745	Non-Federal:	\$0	Total: \$51,745
Objective:	To develop recommendations for incorporation of LID incentives into the San Antonio UDC with the ultimate objective of improving San Antonio River and tributary water quality.				
Subtask 6.1:	Literature search. Research to include review of UT LID project				
	Start Date:	Month 1	Completion Date:	Month 5	
Subtask 6.2:	Research the experiences of other communities in the usage of LID components and the incorporation of LID BMPs into their UDCs.				
	Start Date:	Month 6	Completion Date:	Month 7	
Subtask 6.3:	Preparation of a report detailing research findings and recommending amendments to the San Antonio UDC.				
	Start Date:	Month 10	Completion Date:	Month 13	
Deliverables	Report detailing the study findings to include: <ul style="list-style-type: none"> Proposed amendments to the City of San Antonio UDC relating to the incentivizing of LID BMPs Discussion of the effectiveness of LID BMPs implemented in other communities Table detailing the various recommended LID BMPs, description of such, discussion of the effectiveness of each BMP, and identification of locations / scenarios where use of each BMP is recommended. 				

Attachment D. Task 7: Dissemination of Project Results and Educational Activities

Tasks, Objectives and Schedules					
Task 7:	Dissemination of Project Results and Educational Activities				
Costs:	Federal:	\$29,000 \$1,008.00	Non-Federal:	\$0 \$27,992	Total: \$29,000
Objective:	The objective will be to disseminate the findings of this project through workshops, including submission to the EPA's public BMP Database reference site, and to facilitate consultations with interested communities, agencies and consultants about project details and LID BMP design/performance.				
Subtask 7.1:	Collaborative LID Education Workshops				
	The first phase of public awareness / education campaign will develop and implement a series of collaborative workshops including site tours, with the City of San Antonio, Bexar County and SARA through the Bexar Regional Watershed Management (BRWM) partnership to educate officials and key staff of local government and other stakeholders on the purpose and value of LID practices. The goal of these collaborative workshops will be to identify current development practices and activities that may degrade water quality and educate participants about how implementation of certain LID techniques may improve water quality.				
	Start Date:	Month 1	Completion Date:	Month 3	
Subtask 7.2	Technical Guidance Manual Development				
	Using the design criteria applied to determine the size of the implemented LID BMPs and the results of the monitoring program, the City will create a guidance manual to consolidate and disseminate criteria for LID design for the San Antonio region.				
	Start Date:	Month 17	Completion Date:	Month 28	
Deliverables	<ul style="list-style-type: none"> • Schematic renderings of the implemented BMPs for public presentation • Submission of findings to the EPA BMP Database • Reports on tours of the site • Draft Technical Guidance Manual • Summary report of educational and outreach activities 				