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CITY OF SAN ANTONIO AGENDA ITEM NO.
INTERDEPARTMENTAL MEMORANDUM
PARKS AND RECREATION DEPARTMENT

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa B. Vossmer; Finance; Management and Budget; Legal; File

SUBJECT: Ordinance Authorizing the Execution of an Interlocal Agreement with Texas Parks and Wildlife Department for Expenditure of up to \$400,000.00 in 1994 Park Bond Funds for Government Canyon State Natural Area

DATE: December 12, 2002

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of an interlocal agreement with Texas Parks and Wildlife Department for the expenditure of up to \$400,000.00 in 1994 Park Bond Funds to construct the Government Canyon State Natural Area Interpretive/Education Center and appropriates project funds.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Government Canyon lies in Bexar County within the Recharge Zone of the Edwards and Glen Rose Aquifers over sensitive recharge features. Resolution 93-03-04, passed and approved by the City Council on January 31, 1993, resolved that the City of San Antonio supported efforts of several organizations toward the acquisition and designation of Government Canyon as a natural and cultural area for public use and benefit.

The 1994 Bond Election approved the use of \$500,000.00 in Park Bond Funds to assist Texas Parks and Wildlife Department (TPWD) toward their development of Government Canyon State Natural Area (GCSNA). Assistance was initiated on January 19, 1995, when Ordinance 81510 approved the payment of \$100,000.00 to San Antonio Water System for its acquisition of water main capacity. This enabled the United States Department of Housing and Urban Development (HUD) to convey property to TPWD that has become part of the park. TPWD has prepared a design plan for the Natural Area and that has been reviewed and approved by City staff.

Construction documents are being finalized and TPWD will soon be ready to move forward on construction of the interpretive/education center for the park. The remaining approved bond funds of \$400,000.00 will be paid to TPWD, on a reimbursement basis, for the construction cost of the center. In exchange for the City's contribution, City Parks and Recreation Department programs

department's programs also have access to GCSNA at no cost. A separate agreement will establish the guidelines for this use.

It is anticipated that the construction bid will be awarded by TPWD in January 2003. At this time, the State is constructing park roads and parking areas through the Department of Transportation. Other park amenities, such as trailheads and campsites, also will be started in January with completion expected by the end of 2003.

POLICY ANALYSIS

This agreement is consistent with the City's policy to enter into agreements with other public entities to assist with public projects that benefit the citizens of San Antonio. The use of 1994 Park Bond Funds is in compliance with the approved bond election.

FISCAL IMPACT

The amount of \$500,000.00 was approved in the 1994 Park Bond election for the Government Canyon State Natural Area. A previous disbursement was approved for \$100,000.00. The remaining funds of up to \$400,000.00 will be paid on a reimbursement basis to TPWD. The General Fund is not impacted.

COORDINATION

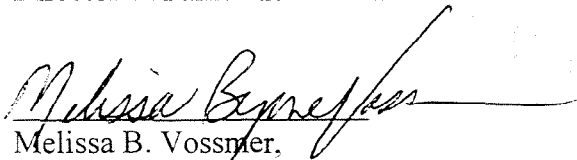
This item was coordinated with the City Attorney's Office, Finance and the Office of Management and Budget and the Texas Parks and Wildlife Department. It received favorable review when it was presented at the November 21, 2002 meeting of the Quality of Life Council Committee.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is not required.



Malcolm Matthews,
Director of Parks and Recreation



Melissa B. Vossmer,
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

THE STATE OF TEXAS**INTERLOCAL AGREEMENT****COUNTY OF TRAVIS**

THIS CONTRACT AND AGREEMENT is entered into by and between the governmental units shown below in accordance with the authority granted in the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Local Agency: CITY OF SAN ANTONIO, TEXAS (City)

The State Agency: TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD)

II. STATEMENT OF SERVICES TO BE PERFORMED:

TPWD will:

1. Complete the Interpretive/Education Center project at Government Canyon State Natural Area (GC) as agreed and as reflected in the attached plans (project);
2. Give the City reasonable access to GC to conduct onsite inspection of any project construction under this Agreement;
3. Operate and maintain the GC as an area open to the public for recreation;
4. Install and maintain a permanent plaque on finished project that gives prominent mention of the City's funding;
5. Any publicity surrounding the opening of the project will give credit to the City for the use of its funds;
6. City Parks and Recreation Department will have right to use the Interpretive/Education Center facility as set out in a separate agreement between the City and GC Manager as available and at reasonable times during normal operating hours with reasonable notice to TPWD without charge for a period of twenty-five years following its completion;
7. TPWD will comply with all applicable state and federal law and regulations under this Agreement.

The City will:

1. Reimburse TPWD an amount that is fair and reasonable for the services performed.
2. Reimburse TPWD for expenditures as evidenced by invoice within 30 days of receipt of invoice from TPWD up to the total amount of this contract.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

TPWD will be paid an amount that is fair and reasonable for the services performed under this Agreement in accordance with applicable law and regulation.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Four Hundred Thousand Dollars (\$400,000).

V. PAYMENT FOR SERVICES:

The City shall pay for services received from appropriation items or accounts of the City from which like expenditures would normally be paid, based upon vouchers drawn by the City payable to TPWD.

This contract is subject to cancellation, without penalty, either in whole or in part, if subsequent law or regulation make performance of a material term impossible.

VI. TERM OF CONTRACT:

This Contract is to begin September 10, 2002, and
shall terminate September 10, 2027

The undersigned is subject to Title VII of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

STATE AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: 

ROBERT L. COOK

Executive Director

Title

Date: _____

LOCAL AGENCY

CITY OF SAN ANTONIO, TEXAS

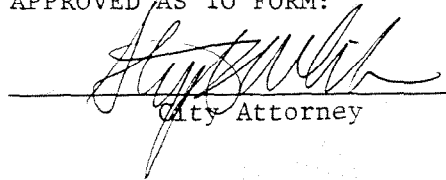
By: _____

Authorized Signature

Title

Date: _____

APPROVED AS TO FORM:


City Attorney