

**FIRST AMENDMENT AND EXTENSION TO PROFESSIONAL SERVICES
AGREEMENT FOR FEDERAL REPRESENTATION SERVICES**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this First Amendment to the Professional Services Agreement for Federal Representation Services (“First Amendment”) is entered into by the City of San Antonio, a Texas Municipal corporation (“City”), acting by and through its City Manager, pursuant to Ordinance No. 2017-01-12-____, and Downs Government Affairs, L.L.C. (“Consultant”).

A. City and Venable LLP entered into the Professional Services Agreement for Federal Representation Services (“Agreement”) pursuant to Ordinance No. 2015-05-21-0425 and the Agreement was assigned to Downs Government Affairs, L.L.C. pursuant to Ordinance No. 2016-02-11-0090.

B. City and Consultant agree to amend specific provisions of the Agreement as set out in this First Amendment.

1. The available renewal option is exercised, extending the Agreement through December 31, 2018.

2. Section 3.1 is deleted in its entirety and replaced with the following:

“Consultant shall be responsible for the services and tasks set forth in this Agreement. City reserves the right to engage additional consultants to provide federal legislative services during the terms of this Agreement should the need arise. Thomas C. Downs, of Downs Government Affairs, L.L.C., shall serve as the lead consultant on this Agreement. The team will include Baltazar (“Walter”) R. Serna and the Normandy Group, as subcontractors, who will provide services under the Agreement pursuant to the terms of the Subcontracts, which are attached hereto and incorporated herein as Exhibit III. The Normandy Group’s efforts shall be focused on the Federal Aviation Administration and the acquisition of a non-stop flight between San Antonio International Airport and Ronald Reagan Washington National Airport. Henry Bonilla and Louis Dupart shall provide such services. The subcontracting services to be provided by the Normandy Group shall terminate December 31, 2017. Prior to replacing any team member, Consultant shall obtain written approval from City.”

The Subsections to Section 3.1 shall remain in full force and effect.

3. Subsection 3.1.13 shall be added as follow:

“The Normandy Group, as a subcontractor, shall develop and implement a strategic plan, including, timelines, goals, objectives and expected outcomes for the advancement of the City’s Federal Legislative Program items related to the Federal Aviation Administration and increasing air carrier service to San Antonio international Airport, specifically the acquisition of a non-stop flight between San Antonio International Airport and Ronald Reagan Washington National Airport. The Normandy Group shall submit the monthly reports required by Subsection 3.1.7 specifically addressing the work they provide under the Agreement. This information shall not be included on Consultant’s monthly reports.”

4. Section 3.4 is amended to add the performance measures specific to the Normandy Group. Such performance measures are attached to this Amendment as Exhibit I and incorporated into the Agreement for all purposes. Exhibit I shall only apply to the Normandy

Group and neither Consultant nor any other subcontractor shall be accountable for these performance measures.

5. Section 4.1 is amended by adding the following to the end of the section:

“In consideration of Consultant’s performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant a monthly amount not to exceed \$22,500.00 for the period January 1, 2017 through December 31, 2017, of which Consultant shall pay \$3,500.00 to Walter Serna and \$10,000.00 to the Normandy Group, Consultant’s subcontractors under this Agreement. For the period January 1, 2018 through December 31, 2018, City agrees to pay Consultant a monthly amount not to exceed \$12,500.00, of which Consultant shall pay \$3,500.00 to Walter Serna.”

6. Section 12.2 shall be deleted in its entirety and replaced with the following:

“Walter Serna, of Serna & Serna, P.L.L.C., and the Normandy Group shall provide subcontracting services under this Agreement according to the Subcontract with Co-Counsel Agreements between Consultant and Serna & Serna, P.L.L.C. and Consultant and the Normandy Group, which shall be attached to this Agreement as Exhibit III and incorporated herein upon execution. Any additional subcontracting of the services to be provided under this Agreement shall be approved by the City Council, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.”

7. Section 12.6 shall be added as follows:

“City may require the removal of any subcontractor due to performance or because their services are completed and/or no longer needed. City shall provide Consultant 10 calendar days written notice of such removal prior to it taking effect.”

8. Exhibit III of the Agreement is amended by adding Exhibit II to this Amendment, which is attached and incorporated for all purposes.

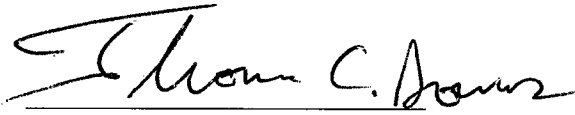
Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED to be effective the 31st day of December, 2016.

CITY OF SAN ANTONIO

CONSULTANT

Carlos J. Contreras, III
Assistant City Manager



Thomas C. Downs
Principal, Downs Government Affairs, L.L.C

APPROVED AS TO FORM:

City Attorney

Exhibit I

The Normandy Group Performance Measures

Contract Element Activity	Measure	Reviewer
Conduct review to understand steps already taken and obstacles to obtain route	Complete review and identify obstacles	GPA
Assist in securing community support for SAT-DCA direct flight	Obtain at least (25) letters of community support	GPA
Conduct outreach to Dept. of Transportation and FAA	Gain support for COSA initiatives with DOT and FAA staff and leadership	GPA
Conduct outreach to elected officials in key Congressional positions	Gain support for COSA initiatives from elected officials	GPA
Utilize the 2017 FAA reauthorization process to obtain an SAT-DCA direct flight	Increase the number of slots available beyond DCA perimeter or modify the perimeter rule to obtain a direct flight from SAT to DCA.	GPA
Utilize the Congressional appropriations to obtain an SAT-DCA direct flight	Obtain a direct flight from SAT to DCA	GPA
Monthly Reports	(1)Plan execution/status updates (2)Recommend Plan modifications (3)Provide timely "hot issue" updates	GPA

Exhibit II

Subcontract with Co-Counsel Agreement

To be attached upon final execution