

STATE OF TEXAS  
COUNTY OF BEXAR

§ **FIRST AMENDMENT TO THE**  
§ **INTERLOCAL AGREEMENT FOR THE**  
§ **36<sup>th</sup> STREET PHASE IIB (Billy Mitchell**  
**to General Hudnell Dr) 40-00287, CSJ**  
**0915-12-496**

The following is the **FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (ILA) FOR THE 36<sup>th</sup> STREET PHASE IIB - Billy Mitchell to General Hudnell Dr PROJECT** (hereafter referred to as "Project") entered into by and between the **CITY OF SAN ANTONIO, TEXAS** (hereafter referred to as "City"), a Texas Home Rule Municipality and the **PORT AUTHORITY of SAN ANTONIO** (hereafter referred to as "Port Authority "), a Texas defense base development authority and political subdivision of the state of Texas, established by the City of San Antonio pursuant to Chapter 379B, Subtitle A, Title 12 of the Texas Local Government Code, acting by and through its Board of Directors and duly authorized President and CEO. City and Authority collectively shall be referred to herein as "the Party" or "the Parties."

### **RECITALS**

WHEREAS, The Parties entered into the 36<sup>th</sup> Street Phase IIB ILA in April of 2014 pursuant to the authority granted under the Interlocal Cooperation Act, Texas Government Code, Chapter 791 *et.seq.*; and

WHEREAS, The Port Authority has brought forth a need to hire a specific Contractor for communication line modifications related to the PROJECT.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **ARTICLE IV AMENDMENTS**

4.01 1. Reimbursement to Port Authority for communication line adjustments, which are within Project limits, owned by the Air Force and require adjustment/modification due to construction. For security reasons, only Black Box Network is allowed to work on the Air Force-owned communication lines. Port Authority has an IDIQ agreement with Black Box Network and will coordinate and pay for the required adjustments for a not-to-exceed amount of \$267,364.00 and request reimbursement from City's Project. See attachment for Black Box Network proposal. Reimbursement will require actual invoice documentation input into City's PrimeLink system. Port Authority will pay for any Port Authority-owned communication line modifications for Project, if required

### **ARTICLE XXVI OTHER TERMS AND CONDITIONS**

26.01 All other terms and conditions of the ILA between the Parties are unchanged and remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL  
FORCE AND EFFECT OF AN ORIGINAL, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_.

**CITY OF SAN ANTONIO**

By: \_\_\_\_\_  
SHERYL SCULLEY  
City Manager

Date: \_\_\_\_\_

**PORT AUTHORITY OF SAN ANTONIO**

By: \_\_\_\_\_  
ROLAND MOWER  
President & CEO

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MARTHA G. SEPEDA  
Acting City Attorney  
Granicus