

STATE OF TEXAS § FUNDING AGREEMENT –
§ MUNICIPAL GOLF ASSOCIATION-SAN ANTONIO
COUNTY OF BEXAR § “TREE PLANTING PROJECT”

This AGREEMENT (“Agreement”) is hereby made and entered into by and between the CITY OF SAN ANTONIO (“CITY”), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, 2015 and **MUNICIPAL GOLF ASSOCIATION-SAN ANTONIO** (“GRANTEE”), a Texas non-profit corporation, acting by and through its President/CEO, hereto duly authorized.

WHEREAS, Ordinance 2007-12-13-1354 assigned a License Agreement between City and GRANTEE to ensure a more efficient management of all municipal golf facilities in San Antonio; and

WHEREAS, Ordinance 2007-05-03-0479 approved a Management Agreement for the Management of the Municipal Golf Facilities; and

WHEREAS, Ordinance 2014-12-11-1030 provided \$500,000 in Tree Canopy Funds to plant trees on municipal courses to improve the overall air quality, stormwater control, reduce temperatures and enhance the overall beauty of the greater San Antonio area; and

WHEREAS, CITY and GRANTEE continue to share a common goal to improve the overall air quality, stormwater control, reduce temperatures and enhance the overall beauty of the greater San Antonio area by planting trees on CITY-owned municipal golf courses; and

NOW THEREFORE, the parties hereto (“Parties”) severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DESCRIPTION OF “TREE PLANTING PROJECT”

- 1.01 Tree Mitigation and Tree Canopy Funds will be used to provide up to \$500,000.00 to plant trees on municipal golf courses and includes a plan to install various tree species at Willow Springs golf course, and other select municipal golf courses, subject to City Forester review and approval. GRANTEE will plant, maintain, water and replace trees installed under this agreement during the establishment period.
- 1.02 Unless written notification by GRANTEE to the contrary is received and approved by CITY, GRANTEE’S President/CEO shall be GRANTEE’S designated representative responsible for the administration of this Agreement on behalf of GRANTEE.
- 1.03 The Parks and Recreation Director (“Director”) or his designee, is responsible for the administration of this Agreement on behalf of CITY.

- 1.04 This Agreement will permit the GRANTEE'S private contractor to perform installation of trees on City property.

II. TERM

- 2.01 This Agreement shall continue in full force and effect from the date of execution by the Parties until September 30, 2016.

III. GENERAL RESPONSIBILITIES

- 3.01 GRANTEE agrees to manage and perform all work as listed below:
- (A) Plant approximately 1,100 trees at select municipal golf courses, subject to approval by City Forester.
 - (B) Select contractor, source and oversee nursery stock installation and all appropriate establishment activities.
 - (C) Source stock from local nurseries to the extent possible.
 - (D) Submit an Implementation Plan to City Forester for approval prior to commencement of any purchase, delivery, or planting of trees. Such Implementation Plan shall include a schedule of activities related to advanced site preparation (including amendment to soil and/or irrigation systems), staging/set up costs, tree purchase, delivery and installation.
 - (E) Implement winter/spring planting timeline within the contract term as approved by City Forester.
 - (F) Require GRANTEE'S contractor to warranty trees for a period of one year.
 - (G) Take appropriate measures to maximize the survival rate at 80% or more.
 - (H) Maintain irrigation, mulching, and all other appropriate activities for the maintenance and care of trees during the establishment period, which may extend beyond the term of this Agreement.
 - (I) Ensure that work will not impact utility lines.
 - (J) Ensure that a transparent process for the solicitation of a Request For Proposal (RFP) for the GRANTEE's selection of a contractor shall be easily accessible and viewable by the public, shall be clearly labeled "Request For Proposal" and posted directly on the GRANTEE's website, and shall include all terms, requirements and conditions of the RFP.

3.02 The funds provided under this Agreement shall only be used to plant trees on municipal golf courses which are managed by GRANTEE.

3.03 Trees planted under this Agreement will not be used to offset any other tree mitigation efforts.

3.04 Communications between CITY and GRANTEE shall be directed to the designated representatives of each as set forth in Sections 1.02 and 1.03 hereinabove.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

4.01 GRANTEE warrants and represents that it will comply with all Federal, State and Local laws and regulations applicable to GRANTEE, and to GRANTEE'S use of City Funds for this project.

4.02 To the extent applicable, Grantee agrees to abide by the following laws in its expenditures of City Funds:

- (A) Chapter 252 of the Texas Local Government Code, or other competitive contracting processes allowed for as express exceptions to Chapter 252.
- (B) Government Code provisions regarding performance and payment bonds on certain Public Works contracts (copies of required bonds must be provided to City prior to the start of construction).
- (C) Government Code chapter 2258 and Ordinance No. 71312 regarding Prevailing Wage Rate regulations required for certain Public Works Contracts, including ensuring that its construction contractor submit certified payrolls to the City on a weekly basis utilizing the form required by the Wage and Hour office of CIMS.

V. LEGAL AUTHORITY

5.01 GRANTEE represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

5.02 GRANTEE represents, warrants, assures and guarantees that the undersigned has full legal authority to execute this Agreement on behalf of GRANTEE and to bind GRANTEE to all terms, performances and provisions herein contained.

VI. FUNDING AND ASSISTANCE BY CITY

6.01 In consideration of GRANTEE'S performance of all services and activities set forth in this Agreement, CITY agrees to pay GRANTEE for all Eligible Expenses (as defined in Section 8.01) incurred hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by CITY shall not exceed \$500,000.00.

6.02 In order to partially offset GRANTEE'S expenses associated with the Project, the City will provide advanced payment in multiple disbursements during the term of this Agreement for the expenses reflected in Section 8.01 of this Agreement, as directly tied to the Implementation Plan reflected in Section 3.01 (D).

Distribution of funds will be based upon requests submitted by GRANTEE. Subsequent to disbursement, GRANTEE shall provide City with evidence of amount of funds expended, the payee, the date paid, the purpose of the payment, and shall provide supporting documentation, in such detail as CITY may request, including but not necessarily limited to, a copy of the paid invoice(s).

The Director of the Parks and Recreation Department may amend this Agreement without further action by City Council in order to revise the Allowable Expenses in Section 8.01 and Exhibit A of this Agreement.

6.03 CITY shall not be obligated nor liable under this Agreement to any party, other than GRANTEE, for payment of any monies or provision of any goods or services.

VII. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

7.01 GRANTEE understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this Agreement and further agrees that all checks and withdrawals from such account shall have itemized documentation in support of the use of such CITY funds.

7.02 GRANTEE agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. GRANTEE further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and
- (B) That GRANTEE's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

7.03 GRANTEE agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials ("Records") pertaining to

activities pertinent to this Agreement for a minimum of four (4) years after the termination of this Agreement.

7.04 In order to be reimbursed for Eligible Expenses, GRANTEE agrees to submit to CITY a report indicating the amount of funds expended, the payee, the date paid, the purpose of the payment, and shall provide supporting documentation, in such detail as CITY may request, including but not necessarily limited to, a copy of the subsequent paid invoice(s).

7.05 CITY agrees to provide GRANTEE written notice regarding any expenditure the CITY reasonably determines to be outside the permissible parameters of this Agreement. GRANTEE shall have thirty (30) days from receipt of such notice to cure the deficiency or, in the event that payment has been made to GRANTEE, refund to the CITY those funds, determined to:

- (A) Have not been spent by GRANTEE strictly in accordance with the terms of this Agreement; or
- (B) Not be supported by adequate documentation to fully justify the expenditure.

7.06 Unless CITY has questions concerning an expenditure by GRANTEE, CITY agrees to provide payment to GRANTEE within thirty (30) calendar days of receipt of a request for reimbursement as defined above.

7.07 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in Section 6 as a result of any auditing or monitoring by City, Grantee shall refund such amount to City within thirty (30) calendar days of City's written request therefore wherein the amount disallowed or disapproved shall be specified.

VIII. ALLOWABLE EXPENDITURES

Expenditures of the funds by GRANTEE provided under this Agreement shall only be allowed if incurred directly and specifically in the performance of and in compliance with this Agreement and all applicable city, state and federal laws, regulations and/or ordinances.

8.01 The following shall be considered Eligible Expenses under this Agreement:

- (A) Purchase of all trees for implementation of this project.
- (B) Installation of all trees for implementation of this project.
- (C) Other allowable expenses associated with this work effort such as irrigation activities and repair of broken tree supports for the establishment period as deemed appropriate by the City Forester.

8.02 Procurements and/or purchases which must be approved pursuant to the terms of this Agreement shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

IX. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

9.01 GRANTEE further represents and warrants that as of the date hereof:

- (A) All information, data or reports heretofore or hereafter provided to CITY is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY.
- (B) It is financially stable and capable of fulfilling its obligations under this Agreement and that GRANTEE shall provide CITY immediate written notice of any adverse material change in the financial condition of GRANTEE that may materially and adversely effect its obligations hereunder.
- (C) No litigation or proceedings are presently pending or to GRANTEE'S knowledge, threatened against GRANTEE.
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which GRANTEE is doing business or with the provisions of any existing indenture or agreement of GRANTEE.

X. ACCESSIBILITY OF RECORDS

10.01 At any time during normal business hours and as often as CITY may deem necessary, upon three (3) days written notice, GRANTEE shall make all of its records pertaining to this Agreement available to CITY or any of its authorized representatives, and shall permit CITY or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

10.02 GRANTEE agrees and represents that it will cooperate with CITY, at no charge to the CITY, to satisfy, to the extent required by law, any and all requests for information received by CITY under the Texas Public Information Act or related laws pertaining to this AGREEMENT.

XI. MONITORING AND EVALUATION

11.01 GRANTEE agrees that CITY may carry out reasonable monitoring and evaluation activities, and GRANTEE shall provide reasonable access to CITY for such activities, so as to ensure compliance by GRANTEE with this Agreement and with all other laws, regulations and ordinances related to the performance hereof.

XII. INDEMNIFICATION

12.01 GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this Agreement, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, GRANTEE or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.02 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

XIII. INSURANCE

13.01 Prior to the commencement of any work under this Agreement, GRANTEE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's PARKS AND RECREATION Department, which shall be clearly labeled "**TREE PLANTING PROJECT**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and telephone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's PARKS AND RECREATION Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

13.02 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

13.03 A GRANTEE's financial integrity is of interest to the City; therefore, subject to GRANTEE's right to maintain reasonable deductibles in such amounts as are approved by the City, GRANTEE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at GRANTEE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000

13.04 GRANTEE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of GRANTEE herein, and provide a certificate of insurance and endorsement that names the GRANTEE and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

13.05 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). GRANTEE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. GRANTEE shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: PARKS AND RECREATION Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

13.06 GRANTEE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- (A) Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- (B) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- (C) Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- (D) Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

13.07 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, GRANTEE shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend GRANTEE's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

13.08 In addition to any other remedies the City may have upon GRANTEE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order GRANTEE to stop work hereunder, and/or withhold any payment(s) which become due to GRANTEE hereunder until GRANTEE demonstrates compliance with the requirements hereof.

13.09 Nothing herein contained shall be construed as limiting in any way the extent to which GRANTEE may be held responsible for payments of damages to persons or property resulting from GRANTEE's or its subcontractors' performance of the work covered under this Agreement.

13.10 It is agreed that GRANTEE's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

13.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

13.12 GRANTEE and any Subcontractors are responsible for all damage to their own equipment and/or property.

XIV. COMPLIANCE WITH SMALL, MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES POLICY, NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

14.01 GRANTEE is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts. In all events, GRANTEE shall comply with the CITY's Small Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 2007-04-12-0396, and the amendments thereto in connection with the award of the construction contract(s). Said ordinances are incorporated herein for all purposes, as if fully set forth herein. GRANTEE further agrees that GRANTEE will abide by all applicable terms and provisions of CITY's Non-Discrimination Policy, CITY's Small, Business Economic Development Advocacy (SBEDA) Policy and CITY's Equal Opportunity Affirmative Action Policy, these policies being available in CITY's Department of Economic Development, Division of Internal Review and the City Clerk's Office in connection with the Parking Facility.

14.02 GRANTEE agrees to comply with an and all SBEDA goals assigned to this Agreement as outlined in Exhibit A.

14.03 GRANTEE agrees that if material deficiencies in any aspect of its SMWBE utilization plan as set out in its project are found or if GRANTEE does not meet the SMWBE goals as specified by the CITY's Department of Economic Development, whichever is less, as a result of a review or investigation conducted by CITY's Department of Economic Development, GRANTEE will be required to submit a written report to CITY's Department of Economic Development. GRANTEE will also be required to submit a supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies.

XV. NONDISCRIMINATION

15.01 As a party to this contract, GRANTEE understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XVI. CONFLICT OF INTEREST

16.01 GRANTEE covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GRANTEE further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

16.02 GRANTEE further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

16.03 No member of CITY'S governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:

- (A) Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest;
- (B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

XVII. POLITICAL ACTIVITY

17.01 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XVIII. [RESERVED]

XIX. CONTRACTING

19.01 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of GRANTEE. GRANTEE is responsible to ensure that all permits required for the activities under this Agreement are obtained.

19.02 CITY shall in no event be obligated to any third party, including any sub-contractor of GRANTEE, for performance of or payment for work or services.

XX. CHANGES AND AMENDMENTS

20.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both CITY and GRANTEE under authority granted by formal action of the Parties' respective governing bodies.

20.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XXI. ASSIGNMENTS

21.01 GRANTEE shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XXII. SEVERABILITY OF PROVISIONS

22.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIII. DEFAULT

23.01 Upon default by GRANTEE in the performance of its obligations hereunder, CITY shall give GRANTEE notice of the same and GRANTEE shall have 30 days following receipt of written notice of default from CITY (or such reasonably longer time as may be necessary provided GRANTEE commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If GRANTEE fails to timely cure such default, CITY may pursue all remedies available in law or at equity and/or other rights CITY may have in this Agreement; provided that it is expressly agreed that neither Party hereto shall have the right to seek consequential or punitive damages against the other for any default under this Agreement.

23.02 Upon default by CITY in the performance of its obligations hereunder GRANTEE shall give CITY notice of the same and CITY shall have 30 days following receipt of written notice of default from GRANTEE (or such reasonably longer time as may be necessary provided CITY commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If CITY fails to timely cure such default, GRANTEE may pursue all remedies available in law or equity and/or other rights GRANTEE may have in this Agreement, subject to the limitations set forth in Section 23.01.

XXIV. NON-WAIVER OF PERFORMANCE

24.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

24.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

24.03 No representative or agent of CITY may waive the effect of the provisions of this Article without formal action from the City Council.

XXV. ENTIRE AGREEMENT

25.01 This Agreement constitutes the final and entire agreement between the Parties hereto and 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 hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXVI. NOTICES

26.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered or certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

CITY: Director Parks and Recreation
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

GRANTEE: President/CEO
Municipal Golf Association-San Antonio
2315 Avenue B
San Antonio, Texas 78215

Such Notice shall be deemed received within three (3) days after deposit in the U.S. mail or on the first business day after deposit with an overnight air or ground courier service. Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XXVII. PARTIES BOUND

27.01 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XXVIII. RELATIONSHIP OF PARTIES

28.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXIX. TEXAS LAW TO APPLY

29.01 This Agreement 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.

XXX. GENDER

30.01 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXXI. CAPTIONS

31.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ____ day of _____, 2015.

CITY OF SAN ANTONIO

**MUNICIPAL GOLF ASSOCIATION-
SAN ANTONIO**

By: _____
Sheryl Sculley, City Manager

By: _____
Jim Roschek, President and CEO

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A

SBEDA GOALS

HOLD PENDING DETERMINATION BY GOAL SETTING COMMITTEE

STATE OF TEXAS § **INTERLOCAL FUNDING AGREEMENT**
 § **FOR AN INTERMUNICIPAL**
 COUNTY OF BEXAR § **RAIL PROJECT**

This INTERLOCAL FUNDING AGREEMENT FOR AN INTERMUNICIPAL RAIL PROJECT (this "**Agreement**") is entered into as of the Effective Date provided on the signature page by and between the CITY OF SAN ANTONIO, TEXAS, a Texas municipal corporation (the "**City**"), and the LONE STAR RAIL DISTRICT ("**LSRD**"), an intermunicipal rail district authorized under Chapter 173 of the Texas Transportation Code. The City and LSRD may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, this Agreement is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function and each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the service functions described in this Agreement; and

WHEREAS, Chapter 173 of the Texas Transportation Code authorizes local governments to enter into interlocal cooperation agreements with intermunicipal rail districts to perform governmental functions; and

WHEREAS, LSRD has been charged by the State of Texas with establishing intermunicipal rail along the Interstate 35 (I-35) corridor, connecting the City of San Antonio metropolitan area to the City of Austin metropolitan area, which includes the City of Georgetown, with stops at other cities along the I-35 route; and

WHEREAS, the City desires to fund LSRD's efforts to plan, design and implement rail services and to secure agreements from other jurisdictions as well as funding from federal, state and local sources to provide for initial service of an intermunicipal rail system; and

WHEREAS, planning and implementing the rail service requires securing an agreement with the Union Pacific Railroad for the relocation of its through freight operations out of the I-35 route to allow it to accommodate new LSRD passenger rail service;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and LSRD agree as follows:

I. TERM

Term. The term of this Agreement shall commence on October 1, 2015, and will remain in full force and effect through September 30, 2016 ("**Term**") unless sooner terminated, as provided below.

II. SCOPE OF SERVICES

2.1 Services for Compensation. LSRD agrees to provide the services described below in exchange for the compensation described hereafter (as listed in Section 2.2, the “**Services**”). City acknowledges that LSRD contracts with various entities and organizations unaffiliated with City, and that under those agreements LSRD may perform services and activities in areas outside the city limits of City. However, the parties have agreed that funds provided by City through this Agreement will be used for activities within the city limits of the City or for efforts to bring intermunicipal rail to the City.

2.2 Scope of Services. Subject to being supplied the funding pursuant to Section 3.2 below, LSRD shall carry out the actions defined in the Action Plan described below related to advancing the development of intermunicipal rail service between San Antonio and the Austin metropolitan area generally in the I-35 corridor, including the following items:

(A) rail transportation infrastructure and operations planning necessary to support, but not limited to, the LSRD project environmental impact study, solicit funding participation from federal and state and local governments, negotiate for acquisition of freight and/or passenger rail rights of way and solicit a public-private partnership agreement to develop and operate the rail system;

(B) solicit federal, state and local funding and develop a funding and finance plan for the LSRD Project’ capital development and ongoing passenger rail operations and maintenance (O&M) necessary to implement the acquisition of rail rights of way and initiate intermunicipal rail service; and

(C) negotiate with the Union Pacific Railroad for the acquisition of its I-35 rail route in exchange for the relocation of its through freight operation to a new rail right of way.

(D) administrative and legal support necessary to accomplish items A-C above, including related office, records, procurement and intergovernmental relations related expenditures.

2.3 Action Plan.

a. The attached Action Plan more fully describes the scope of services or expenditures authorized under this Agreement, including the Performance Targets pursuant to paragraph 2.3(b) below. The Action Plan is incorporated into this Agreement as **Exhibit “A.”** Any material changes to the Action Plan must be approved in writing by City.

b. Action Plan Performance Targets. The Action Plan includes the “Performance Targets” against which LSRD’s execution of the Action Plan is evaluated.

c. Reporting. LSRD will maintain reasonable levels of communication with City staff throughout the term of this Agreement. LSRD shall provide, upon reasonable request, reports to the City discussing in appropriate detail (in all cases, taking into account the need to maintain a high level of confidentiality with respect to proprietary and competitive matters) its

progress in implementing the Action Plan and meeting Performance Targets, as specified in this Agreement, as well as reporting on any activity that LSRD believes to be of interest to the City. LSRD agrees to report to City as follows:

- (i) a monthly status report, which may be provided informally and orally to City staff;
- (ii) quarterly written status reports and general accountings, and
- (iii) on reasonable request of the City, periodic update presentations to City staff, City Council Committees and the City Council that address the Services provided pursuant to this Agreement.

2.4 City's Satisfaction. LSRD shall perform its obligations under this Agreement consistent with reasonable commercially acceptable industry standards for rail project delivery, including meeting federal funding and regulatory requirements. In addition to the City's termination rights contained in Article VII, the City shall have the right to terminate this Agreement in whole or in part, if LSRD fails to meet its material obligations under the Action Plan following notice and a right to cure.

III. COMPENSATION

3.1 Compensation. As compensation for the Services, the City shall pay to LSRD for Fiscal Year 2015-2016, the sum of FOUR HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS AND 0 CENTS (\$449,500.00), payable in advance in equal quarterly installments of \$125,000.00 immediately on LSRD's submission to the City of an invoice and, after the first payment, the quarterly report detailed in Section 2.3(c)(ii), above.

No payment shall be due or owed until the occurrence of all of the following:

- A) execution of this Agreement by both City and LSRD; and
- B) the approval of the Action Plan for the fiscal year in which the Agreement is executed by City staff and LSRD; and
- C) the approval of separate funding agreements by Bexar County and VIA Metropolitan Transit with LSRD.

No additional fees or expenses of LSRD shall be charged by LSRD nor be payable by the City for the Services provided under this Agreement. The parties hereby agree that all expenses of LSRD that are compensable by the City have been provided for in the total payment to LSRD. Those total payments cannot exceed the amount set forth above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council's passage of an ordinance.

3.2 Use of Funds. The funding provided by the City under this Agreement shall be used solely in connection with LSRD's providing the Services described in Article II, pursuant to the Action Plan. LSRD shall provide records of expenditures for City provided funding upon

reasonable request by the City.

3.3 Additional Services. Should any additional services outside the scope of this Agreement be requested and authorized by the City, and accepted by LSRD, LSRD shall be separately compensated for those services over and above the compensation discussed in this Article III, at an amount agreed to by the City and LSRD.

3.4 Invoices. LSRD shall submit City invoices to:

City of San Antonio
Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

IV. AUDIT

4.1 LSRD's Audit. In accordance with its standard practices, LSRD shall obtain an audit conducted by an independent auditing firm annually during the Term of this Agreement. The audit shall include an audit of the separate account, if any, maintained to receive and disburse funds provided by the City to LSRD pursuant to this Agreement. A copy of the Audit Report and Letter of Internal Control and/or Management Letter prepared as a result of the audit shall be provided to City.

4.2 City's Audit. The City or its authorized representative shall at all reasonable times, on five business days' prior written notice, have the right to examine, inspect, and audit all books, papers, and bank records of LSRD directly related to the funds provided to LSRD under this Agreement, to determine the accuracy of reports made under this Agreement. The cost and expenses incurred by the City incident thereto shall be the sole responsibility of and borne by the City. Those records shall be maintained by LSRD for a period of four (4) years after the termination of the Term of this Agreement, and shall be made available for inspection and/or audit by the City or its agents at LSRD's facility. Nothing in this Agreement shall be deemed to give the City authority to direct, question, review, audit, or otherwise influence the expenditure of any funds that are not directly paid to LSRD by the City.

4.3 Dispute Findings. Either LSRD or the City may dispute the findings of audits performed under this Agreement, by giving written notice to the other party within thirty (30) days of receiving the results of an audit. The Party electing to dispute audit results shall, within thirty (30) days following receipt of the auditor's report, submit such additional information as it believes is required to correct the auditor's report.

4.4 Scope. The City recognizes that LSRD provides services to various entities and organizations unaffiliated with City and City's interest in LSRD's activities is solely based upon the Services provided pursuant to this Agreement. Therefore, any audits, reports or information requested by City are understood to be limited in scope to the funding provided to LSRD by City under the terms and conditions of this Agreement.

V. DOCUMENTS

5.1 **Documents.** The parties acknowledge that certain writings, documents or information produced by or submitted to LSRD in the course of its execution of the Services will be the sole property of LSRD, are proprietary, and may be privileged under State law. Without waiving any available claim or privilege, LSRD will in good faith share information derived from those writings or documents with City and, if any writings, documents or information are deemed non-proprietary or privileged, provide copies of those writings or documents to City. LSRD understands and acknowledges that the City has the right to use those non-proprietary writings, documents and information as City desires, without restriction. If any “open records” or equivalent request is made of the City relating to this Agreement or the Services, the City shall promptly advise LSRD, and the parties shall work cooperatively and in good faith to preserve LSRD’s trade secrets, proprietary documents, and confidential information. In all events, the City shall not provide any information or documents that LSRD considers proprietary to any third party without LSRD’s written consent, unless the City is legally obligated to do so and so advises LSRD in writing. In addition, any third-party requests to LSRD for records relating to this Agreement under the State’s Public Information Act shall be coordinated with City. City shall provide LSRD, in accordance with the Public Information Act, the opportunity to submit third-party briefs to the Attorney General.

5.2 **Documents to City.** Upon expiration or termination of this Agreement, LSRD shall transfer to City true and correct copies of any non-proprietary writings, documents or information in the possession of LSRD and produced pursuant to the terms and conditions of this Agreement.

VI. RECORDS RETENTION

6.1 **Records.** LSRD and its subcontractors, if any, shall take commercially reasonable care in their maintenance of all documents, papers, and records, and other evidence pertaining to the Services and funding provided for in this Agreement, and shall make such documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period for purposes of the audit described in Article IV.

6.2 **Retention.** LSRD shall retain any and all documents produced as a result of services or funding provided hereunder for a period of four (4) years from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, LSRD shall retain the records until the resolution of such litigation or other such questions.

VII. SUSPENSION/TERMINATION

7.1 **Suspension.** Subject to the right to cure provisions contained in this Article VII, the City may suspend this Agreement if it reasonably believes that LSRD has breached this Agreement in any material way, including by violating any City, State or Federal laws. The City shall promptly apprise LSRD of the basis of the City's reasonable belief. Any such suspension shall remain in effect until the City determines that appropriate measures have been taken to ensure LSRD's future compliance. Grounds for such suspension include, but are not limited to the following:

7.1.1 Failure to abide by any terms or conditions of this Agreement;

7.1.2 Failure to keep and maintain adequate proof of insurance as required by this Agreement;

7.1.3 The commission or alleged commission of any crime by LSRD, or any officer or director.

7.2 **Termination Defined.** For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.3 **Termination For Cause.** Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.

7.3.2 Ceasing operations for a period of time exceeding twenty (20) days;

7.3.3 The expenditure of City funds on gratuities in the form of entertainment, gifts, or otherwise offered or given by LSRD, or any agent or representative of LSRD, to any officer or employee of the City, County, State or business prospect with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract.

7.4 **Defaults With Opportunity for Cure.** Should LSRD default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. City shall deliver written notice of the default, specifying in detail the matter(s) in default and stating the time permitted for cure, such time to be commercially reasonable. If LSRD fails to cure the default within such time period provided in the notice of default, City shall have the right, without further notice or adoption of a City ordinance, to terminate this Agreement in whole or in part as City deems appropriate. The following actions are defaults that may be cured by LSRD:

7.4.1 Failing to perform or failing to comply with any covenant herein required

as reasonably determined by the City.

7.4.2 Bankruptcy or selling substantially all of company's assets

7.6 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.7 Ceasing City Activity. Upon the effective date of expiration or termination of this Agreement, LSRD shall cease all work being performed by LSRD or any of its subcontractors on behalf of the City.

7.8 Transition Period. Regardless of the method by which this Agreement is terminated, the Parties agrees that they may provide a transition period of termination for a period not to exceed two (2) months upon City's request. During such transition period, LSRD may continue to provide services as provided for, and for which it will be compensated, under this Agreement.

VIII. NOTICE

8.1 Written Notice. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:

Peter Zaroni
Deputy City Manager
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966
Phone: 210-207-7080
email: Peter.Zaroni@sanantonio.gov

If to LSRD:

Ross Milloy
Interim Executive Director
Lone Star Rail District
P.O. Box 1618
San Marcos, TX 78667
Phone: 512-558-7360
email:

8.2 Time. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

IX. INSURANCE

9.1 **Certificate of Insurance.** Prior to the commencement of any work under this Agreement, LSRD shall furnish an original completed Certificate(s) of Insurance to the City's Finance Department and City Clerk's Office in accordance with the provisions of Section 9.3 below. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's Economic Development Department and the Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

All insurance will be maintained by the Austin San Antonio Corridor Council pursuant to its agreement with LSRD.

9.2 **Right to Review.** The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

9.3 **Financial Integrity.** LSRD's financial integrity is of interest to the City; therefore, subject to LSRD's right to maintain reasonable deductibles in such amounts as are approved by the City, LSRD shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at LSRD's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNTS</u>
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

9.4 Copies. The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). So long as this Agreement is in effect, LSRD shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section 10.6 herein within 10 days of the requested change. LSRD shall pay any costs incurred resulting from said changes.

9.5 Required Provisions. LSRD agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

9.6 Cancellation/Non-Renewal. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, LSRD shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if LSRD knows of said change in advance, or ten (10) days after the change, if LSRD did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio
Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

9.7 Failure to Maintain. In addition to any other remedies the City may have upon LSRD's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order LSRD to stop work hereunder, and/or withhold any payment(s) which become due to LSRD hereunder until LSRD demonstrates compliance with the requirements hereof.

9.8 Responsibility of LSRD. Nothing herein contained shall be construed as limiting in any way the extent to which LSRD may be held responsible for payments of damages to persons or property resulting from LSRD's or its subcontractors' performance of the work covered under this Agreement.

9.9 Primary Insurance. It is agreed that LSRD's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

X. INDEMNIFICATION

10.1 LSRD covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY arising out of or resulting from LSRD activities under this AGREEMENT, including any acts or omissions of LSRD, any agent, officer, director, representative, employee, LSRD or subcontractor of LSRD, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LSRD AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LSRD shall advise the CITY in writing within three business days of any claim or demand against the CITY or LSRD known to LSRD related to or arising out of LSRD's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LSRD's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LSRD of any of its obligations under this paragraph.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Qualified Personnel. LSRD shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be under contract with LSRD.

11.2 Written Agreement. Any work or services subcontracted by LSRD hereunder with an annual value in excess of \$50,000.00 shall be by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of LSRD. City shall in no event be obligated to any third party, including any subcontractor of LSRD, for performance of services or payment of fees.

XII. INDEPENDENT CONTRACTOR

LSRD and the City covenant and agree that LSRD is an independent contractor and not an officer, agent, servant or employee of City; that LSRD shall have control of and right to control, in its sole discretion, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and LSRD; that the doctrine of respondeat superior shall not apply as between City and LSRD, its officers, agents, employees, contractors, subcontractors and LSRD, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and LSRD. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by LSRD under this Agreement and that the LSRD has no authority to bind the City.

XIII. CONFLICT OF INTEREST

City's Ethics Code. LSRD acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

XIV. LEGAL/LITIGATION EXPENSES

14.1 Litigation Against City. Under no circumstances will the funds received under this Agreement or any other funds received from City be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other governmental or public entity.

14.2 Termination. During the term of this Agreement, if LSRD files and/or pursues an adversarial proceeding against the City then, at the City's option, this Agreement and all access to the funding provided for hereunder may terminate if it is found that LSRD has violated this Article.

XV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and LSRD, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVI. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. LICENSES/CERTIFICATIONS

LSRD warrants and certifies that, to its knowledge, LSRD and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE WITH LAWS

LSRD shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XX. LAW APPLICABLE

20.1 THIS AGREEMENT 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.

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

The signer of this Agreement for LSRD represents, warrants, assures and guarantees that

he has full legal authority to execute this Agreement on behalf of LSRD and to bind LSRD to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A: Action Plan

XXV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

SIGNATURES APPEAR ON NEXT PAGE.

SIGNATURE PAGE TO INTERLOCAL FUNDING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this ____ day of _____, 2015.

CITY OF SAN ANTONIO, TEXAS,
Municipal Corporation

LONE STAR RAIL DISTRICT
A Texas Intermunicipal Rail District

Peter Zanoni
Deputy City Manager

Ross Milloy
Interim Executive Director

ATTEST:

Leticia Vacek
City Clerk

APPROVED AS TO FORM

Martha G. Sepeda
Acting City Attorney

EXHBIT A : ACTION PLAN
(TO BE ATTACHED UPON COMPLETION)

DRAFT

NEC ENHANCEMENT MATCHING GRANT PROGRAM

GRANTEE AGREEMENT

PROPERTY AT: [REDACTED]

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

This AGREEMENT is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Director of the Department of Planning and Community Development pursuant to Ordinance No. 2015-09-10-XXXX, dated September 10, 2015, and [REDACTED] (hereinafter referred to as "GRANTEE"), Owner of subject property located at [REDACTED], San Antonio, Texas (hereinafter referred to as the "Property").

WHEREAS, CITY has earmarked \$100,000.00 in FY 2016 General Fund Budget to improve the marketability of the Perrin Beitel and Nacogdoches corridors that are included within the boundaries of the NEC Revitalization Initiative by enhancing the appearance and function of existing commercial buildings; and

WHEREAS, GRANTEE has submitted an application for, and is deemed eligible to receive funds based upon its application for façade, landscape and/or signage improvements at GRANTEE'S Property (hereinafter referred to as "Project"); and

WHEREAS, the City Council has designated the Department of Planning and Community Development as the CITY department responsible for the administration and monitoring of the Project and all matters pertaining thereto; and

WHEREAS, the CITY wishes to engage GRANTEE to implement and manage said Project; **NOW THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound to the mutual obligations herein contained, and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall terminate on the earlier of (a) [REDACTED], or (b) Project completion.

II. RESPONSIBILITIES

2.1 GRANTEE hereby accepts responsibility for the performance, in a satisfactory and efficient manner as solely determined by CITY, of all services and activities set forth in this AGREEMENT.

2.2 Unless written notification by GRANTEE to the contrary is received and approved by CITY, [REDACTED], in his or her capacity as Owner of the Property shall be the GRANTEE'S representative responsible for the management of all contractual matters pertaining to this AGREEMENT.

2.3 CITY's Director of the Department of Planning and Community Development or his designee shall be CITY's representative responsible for the administration of this AGREEMENT.

2.4 Communications between CITY and GRANTEE shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.2 and 2.3 hereinabove.

III. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

3.1 GRANTEE shall obtain all necessary permits, if required, prior to the commencement of the Project.

3.2 GRANTEE shall coordinate with the appropriate utility provider(s) and/or CITY departments and obtain all necessary authorizations prior to commencement of the Project, and submit same to CITY's Department of Planning and Community Development within ten days of GRANTEE's receipt thereof.

3.3 GRANTEE shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting GRANTEE's operations pursuant to this AGREEMENT.

3.4 The requirements of Chapter 2258 of the Texas Government Code, entitled "Prevailing Wage Rates," shall apply to construction work performed on the City funded portion of this Agreement. GRANTEE agrees that its construction contractor performing work on the City funded portion of the Project will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 (attached hereto as Exhibit "C") and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits.

3.5 In accordance with the provisions of Chapter 2258 and Ordinance No. 2008-11-20-1045, GRANTEE shall request upon advertisement of construction bids, and the City will provide GRANTEE with the appropriate wage determination which includes the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform the construction work. With respect to the City funded portion of the Project, the GRANTEE is required, and shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing rates in effect at the time the GRANTEE calls for bids for construction of a given phase. With respect to the City funded portion of the Project, the GRANTEE is further required to cause the latest prevailing wage determination decision to be included in bids and contracts with the GRANTEE'S general contractor and all subcontractors for construction of each Phase. GRANTEE is responsible for and shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid to all workmen. City will audit certified payroll records as necessary in accordance with this AGREEMENT.

3.6 GRANTEE understands and acknowledges that CITY may request periodic reports or support to ensure adherence to prevailing wage rates provisions.

3.7 Upon audit of the records and certified payrolls, should the CITY or its auditors find any wage violations, GRANTEE shall cause its construction contractor to forfeit as a penalty to the CITY sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done pursuant to this AGREEMENT, by the contractor or any sub-contractor.

3.8 GRANTEE understands and agrees that the establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code and City Ordinance 2008-11-20-1045 shall not be construed to relieve GRANTEE, GRANTEE's contractor or any subcontractor from the obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder.

3.9 GRANTEE, its contractor and any subcontractor, in the execution of this AGREEMENT, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. GRANTEE and its contractor and any subcontractor agrees that he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

3.10 GRANTEE shall forward any questions regarding these prevailing wage provisions to LaborComplianceOffice-LCO@sanantonio.gov.

IV. LEGAL AUTHORITY

4.1 GRANTEE represents, warrants, assures, and guarantees that it possesses the legal authority pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

4.2 The signer of this AGREEMENT for GRANTEE represents, warrants, assures, and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of GRANTEE and to bind GRANTEE to all terms, performances, and provisions herein contained.

4.3 In the event that a dispute arises as to the legal authority to enter into this AGREEMENT of either the GRANTEE or the person signing on behalf of GRANTEE, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, GRANTEE shall be liable to CITY for any money it has received from CITY for performance of any of the provisions hereof.

V. MAINTENANCE OF EFFORT

5.1 GRANTEE agrees that the funds and resources provided to it under the terms of this AGREEMENT shall in no way be substituted for funds and resources provided from other sources, nor shall such funds and resources in any way serve to reduce the funds, resources,

services, or other benefits which would have been available to, or provided through, GRANTEE had this AGREEMENT not been executed.

VI. PERFORMANCE BY GRANTEE

6.1 GRANTEE, in accordance and compliance with the terms, provisions, and requirements of this AGREEMENT, shall manage, perform, and provide all of the activities and services set forth in the Project Application attached hereto, and incorporated herein for all purposes as Exhibit "A," to CITY's satisfaction, utilizing only those funds available for utilization under the Project Budget, also attached hereto and incorporated herein for all purposes as Exhibit "B."

6.2 Modifications or alterations to Exhibit "B" may be made only pursuant to the prior written approval of CITY's Director of the Department of Planning and Community Development or his designee.

VII. REIMBURSEMENT BY CITY

7.1 In consideration of GRANTEE's performance, in a satisfactory and efficient manner as determined by CITY, of all services and activities set forth in this AGREEMENT, CITY agrees to reimburse GRANTEE for all eligible expenses incurred hereunder. Such reimbursement, however, shall be in accordance with the Project Budget set forth in Exhibit "B" and shall be subject to any and all limitations and provisions set forth in this Article and in Article VIII hereunder.

7.2 GRANTEE understands and agrees that CITY shall conduct a final inspection of the Project to ensure that GRANTEE has performed hereunder to CITY's satisfaction, prior to disbursement of AGREEMENT funds.

7.3 GRANTEE understands and acknowledges that reimbursement by the CITY will be made after Project completion and subject to final inspection. Notwithstanding any other provision of this AGREEMENT, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed fifty percent (50%) of the lesser of a) the Project Cost as outlined in the Project Budget (Exhibit "B"), or b) the actual Project Costs, provided however, in no event shall CITY pay GRANTEE an amount greater than \$ [REDACTED]. Said payments shall be made upon CITY's approval of the completed Project and GRANTEE's request for reimbursement, to be in a form determined by CITY, and accompanied by any and all receipts, invoices, cancelled checks, and other documentation within thirty (30) days of Project completion.

7.4 CITY shall not be liable for any GRANTEE cost, or portion thereof, which:

- (A) Has been paid, reimbursed or is subject to payment or reimbursement from another source;
- (B) Was incurred prior to the commencement date or subsequent to the termination date of this AGREEMENT as specified in Article I hereinabove;

- (C) Is not in strict accordance with the terms of this AGREEMENT, including all exhibits attached hereto; and/or
- (D) Is not an allowable cost as defined by Article IX of this AGREEMENT or by the Project Budget (Exhibit "B").

7.5 CITY shall not be obligated or liable under this AGREEMENT to any party, other than GRANTEE, for payment of any monies or provision of any goods or services.

VIII. RECEIPT, DISBURSEMENT, AND ACCOUNT OF FUNDS BY GRANTEE

8.1 Within ten (10) working days of CITY's written request therefor, GRANTEE shall refund to CITY any sum of money paid by CITY to GRANTEE later determined to:

- (A) Have resulted in overpayment to GRANTEE;
- (B) Have not been spent by GRANTEE strictly in accordance with the terms of this AGREEMENT; and/or
- (C) Not be supported by adequate documentation to fully justify the expenditure.

8.2 Upon termination of this AGREEMENT should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY, GRANTEE shall refund such amount to CITY within ten (10) working days of CITY's written request therefor wherein the amount disallowed or disapproved shall be specified. Refunds of disallowed or disapproved costs, however, shall not be made from funds received pursuant to this AGREEMENT or from funds received from or through the CITY.

IX. ALLOWABLE COSTS

9.1 Costs shall be considered allowable only if approved in writing and incurred directly and specifically in the performance of and in compliance with this AGREEMENT and with all city, state and federal laws, regulations, and ordinances affecting GRANTEE's operations hereunder.

9.2 Approval of GRANTEE's budget as set forth in Exhibit "B," however, shall not constitute prior written approval of all the items included therein. For example, CITY's prior written authorization shall be required on any and all sub-contracts. GRANTEE understands and acknowledges that CITY shall not be obligated to any third parties (including any sub-contractors of GRANTEE), nor shall CITY funds be used to pay for contract services extending beyond the expiration of this AGREEMENT.

9.3 Written requests for prior approval shall be GRANTEE's responsibility and shall be made within sufficient time to permit a thorough review by CITY. Written approval by CITY must be obtained prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Procurements and/or purchases which must be approved pursuant to the terms of this AGREEMENT shall be conducted entirely in accordance with all applicable terms, provisions, and requirements hereof.

X. PROGRAM INCOME

This Article intentionally left blank

XI. FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

11.1 GRANTEE further represents and warrants that:

- (A) All information, data or reports heretofore or hereafter provided to CITY are, shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;
- (B) No litigation or proceedings are presently pending or threatened against GRANTEE;
- (C) None of the provisions contained herein contravene or in any way conflict with the authority under which GRANTEE is doing business or with the provisions of any existing indenture or agreement of GRANTEE;
- (D) GRANTEE has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and
- (E) None of the assets of GRANTEE are both currently and for the duration of this AGREEMENT subject to any lien or encumbrance of any character, except for current taxes not delinquent, and except as shown in the financial statements provided by GRANTEE to CITY.

11.2 During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, GRANTEE covenants that it shall not, without the prior written consent of CITY's Director of the Department of Planning and Community Development or his designee:

- (A) Mortgage, pledge, or otherwise encumber or cause to be encumbered any of the assets of GRANTEE now owned or hereafter acquired by it;
- (B) Permit any pre-existing mortgages, liens, or other encumbrances to remain on or attached to any of the assets of GRANTEE which are allocated to the performance of this AGREEMENT and with respect to which CITY has ownership hereunder;
- (C) Sell, assign, pledge, transfer, or otherwise dispose of accounts receivable, notes or claims for money due or to become due;
- (D) Sell, convey, lease, or sub-lease all or any substantial part of its assets; or

- (E) Make any advance or loan to, or incur any liability as guarantor, surety or accommodation endorser for any other firm, person, entity, or corporation.

XII. MAINTENANCE OF RECORDS

12.1 GRANTEE agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this AGREEMENT. GRANTEE further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this AGREEMENT and with all applicable federal and state regulations establishing standards for financial management; and
- (B) That GRANTEE's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

12.2 GRANTEE agrees to retain, for the period of time and under the conditions specified by CITY, all books, records, documents, reports, and written accounting policies and procedures pertaining to the expenditures of funds under this AGREEMENT.

12.3 GRANTEE agrees to include the substance of this Article in all of its sub-contracts.

12.4 Nothing in this Article shall be construed to relieve GRANTEE of fiscal accountability and liability pursuant to this AGREEMENT and any applicable rules, regulations, and laws.

XIII. ACCESSIBILITY OF RECORDS

13.1 At any reasonable time and as often as CITY may deem necessary, GRANTEE shall make all of its records relative to the Project and/or this AGREEMENT available to CITY or any of its authorized representatives, and shall permit CITY or any of its authorized representatives to audit, examine, and make excerpts, and/or copies of same. GRANTEE's records shall include, but shall not be limited to, the following: contracts and invoices.

XIV. MONITORING AND EVALUATION

14.1 CITY shall perform periodic on-site inspections of GRANTEE's performance pursuant to the terms of this AGREEMENT.

14.2 GRANTEE agrees that CITY may carry out inspections and evaluation activities so as to ensure compliance by GRANTEE with this AGREEMENT, the Project Application set forth in Exhibit "A," and with the program assurances and certifications executed by CITY, and with all other laws, regulations, and ordinances related to the performance hereof.

14.3 GRANTEE agrees to cooperate fully with CITY in the development, implementation, and maintenance of record-keeping systems and to provide CITY with any data determined by CITY to be necessary for its effective fulfillment of its inspection and evaluation responsibilities.

14.4 GRANTEE agrees that it will cooperate with CITY in such a way so as not to obstruct or delay CITY in its inspections of GRANTEE's performance and that it will designate one of its staff to coordinate the inspection process as requested by CITY staff.

XV. INSURANCE

15.1 GRANTEE agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this AGREEMENT, GRANTEE shall furnish copies of all required endorsements and completed Certificate of Insurance to the CITY's Department of Planning and Community Development, which shall be clearly labeled "[REDACTED]" in the Description of Operations block of the Certificate. The Certificate shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this AGREEMENT until such certificate and endorsements have been received and approved by the CITY's Department of Planning and Community Development. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.
- (B) The CITY reserves the right to review the insurance requirements of this Article during the effective period of this AGREEMENT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this AGREEMENT. In no instance will CITY allow modification whereby CITY may incur increased risk.
- (C) A GRANTEE's financial integrity is of interest to the CITY; therefore, subject to GRANTEE's right to maintain reasonable deductibles in such amounts as are approved by the CITY, GRANTEE shall obtain and maintain in full force and effect for the duration of this AGREEMENT, and any extension hereof, at GRANTEE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Broad form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000.00

- (D) GRANTEE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of GRANTEE herein, and provide a certificate of insurance and endorsement that names the GRANTEE and the CITY as additional insureds. GRANTEE shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CITY's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this AGREEMENT. Such modification may be enacted by letter signed by CITY's Risk Manager, which shall become a part of the AGREEMENT for all purposes.
- (E) As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). GRANTEE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. GRANTEE shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Department of Planning and Community Development
 P.O. Box 839966
 San Antonio, Texas 78283-3966

- (F) GRANTEE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy.
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.
 - Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in

coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

- (G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, GRANTEE shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend GRANTEE's performance should there be a lapse in coverage at any time during this AGREEMENT. Failure to provide and to maintain the required insurance shall constitute a material breach of this AGREEMENT.
- (H) In addition to any other remedies the CITY may have upon GRANTEE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order GRANTEE to stop work hereunder, and/or withhold any payment(s) which become due to GRANTEE hereunder until GRANTEE demonstrates compliance with the requirements hereof.
- (I) Nothing herein contained shall be construed as limiting in any way the extent to which GRANTEE may be held responsible for payments of damages to persons or property resulting from GRANTEE's or its subcontractors' performance of the work covered under this AGREEMENT.
- (J) It is agreed that GRANTEE's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this AGREEMENT.
- (K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this AGREEMENT and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.
- (L) GRANTEE and any subcontractors are responsible for all damage to their own equipment and/or property.

XVI. INDEMNIFICATION

16.1 GRANTEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to GRANTEE's activities under this AGREEMENT, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, contractor or subcontractor of GRANTEE, and their respective officers, agents, employees, directors, and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this

INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall promptly advise the CITY in writing of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

16.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this Article (Article XVI), is an INDEMNITY extended by GRANTEE to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this Article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. GRANTEE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

16.3 It is expressly understood and agreed that GRANTEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts or omissions and that CITY shall in no way be responsible therefor.

XVII. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

17.1 GRANTEE shall comply with all applicable local, state, and federal equal employment opportunity and affirmative action rules, regulations, and laws in contracting with third parties to perform the project work hereunder.

17.2 So that CITY can investigate compliance with local, state, and federal equal employment opportunity and affirmative action rules, regulations, and laws, GRANTEE shall furnish to CITY any and all information and reports requested by CITY, and shall permit access by CITY of any and all of its books, records, and accounts.

17.3 In the event of non-compliance by GRANTEE (or GRANTEE's sub-contractors) with local, state, and federal equal employment opportunity and affirmative action rules, regulations, and laws, this AGREEMENT may be canceled, terminated, or suspended by CITY, in whole or in part, and GRANTEE may be barred from further contracts with CITY.

XVIII. NONDISCRIMINATION

18.1 GRANTEE covenants that it, or its agents, employees or anyone under its control to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, or

familial status in employment practices or in the use of or admission to the premises at, in or on which the Project described herein is to be performed, which said discrimination GRANTEE acknowledges is prohibited.

XIX. CONFLICT OF INTEREST

19.1 GRANTEE acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee, his parent, child or spouse, a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity, a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

19.2 Pursuant to the subsection above, GRANTEE warrants and certifies, and this AGREEMENT is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the CITY. GRANTEE further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY’s Ethics Code.

XX. NEPOTISM

20.1 GRANTEE shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by GRANTEE or who is a member of GRANTEE’s governing body. The term “member of immediate family” shall include: wife, husband, son, daughter, mother, father, brother, sister, in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, half-brother, and half-sister.

XXI. POLITICAL ACTIVITY

21.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat, or final content of local, state, or federal legislation.

XXII. PUBLICITY

22.1 GRANTEE shall allow CITY to display a sign on the Project premises advertising CITY’s participation in this Project.

XXIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

23.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any

proposal or contract, and any responses, inquiries, correspondence and related material submitted by GRANTEE, shall, upon receipt, become the property of CITY.

**XXIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

24.1 GRANTEE certifies, and the CITY relies thereon in execution of this AGREEMENT, that neither GRANTEE nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

24.2 “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

24.3 GRANTEE shall provide immediate written notice to CITY, in accordance with Article XXXVIII, if, at any time during the term of this AGREEMENT, including any renewals hereof, GRANTEE learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

24.4 GRANTEE’s certification is a material representation of fact upon which the CITY has relied in entering into this AGREEMENT. Should CITY determine, at any time during this AGREEMENT, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this AGREEMENT in accordance with Article XXVIII relating to termination of the AGREEMENT.

XXV. SUB-CONTRACTING

25.1 Any other clause of this AGREEMENT to the contrary notwithstanding, none of the work or services covered by this AGREEMENT shall be sub-contracted without the prior written approval of CITY. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this AGREEMENT. Compliance by sub-contractors with this AGREEMENT shall be the responsibility of GRANTEE.

25.2 GRANTEE agrees that no sub-contract approved pursuant to this AGREEMENT shall provide for payment on a “cost plus a percentage of cost” basis.

25.3 GRANTEE warrants and certifies that should the level of work outlined in the Project Application, set forth in Exhibit “A,” require special training, license, and/or certification to provide said service, GRANTEE or sub-contractor hired to perform such work has the required training, license and/or certification, and GRANTEE shall provide written proof to CITY prior to any such work being performed.

25.4 Despite CITY approval of a sub-contract, CITY shall in no event be obligated to any third party, including any sub-contractor of GRANTEE, for performance of work or services, nor

shall CITY funds ever be used for payment of work or services performed prior to the date of AGREEMENT execution or extending beyond the date of AGREEMENT expiration.

XXVI. CHANGES AND AMENDMENTS

26.1 Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and GRANTEE.

26.2 Whenever and as often as deemed necessary by CITY, CITY may request and require changes to GRANTEE's Project Application (Exhibit "A") or Project Budget (Exhibit "B"). Such changes as requested or required by CITY, however, must be by written amendment hereto and may incorporate therein increases or decreases in the total monetary obligation of CITY to GRANTEE as provided for pursuant to the terms, provisions, and conditions of this AGREEMENT.

26.3 Except pursuant to (a) prior submission by GRANTEE of detailed information regarding budget and Project revisions, and (b) prior written approval thereof by CITY, GRANTEE shall not make transfers between or among line items approved within the Project Budget set forth as Exhibit "B." Instead, GRANTEE shall request budget revisions in writing and in a form prescribed by CITY; such request for revisions, however, shall not increase the total monetary obligation of CITY as provided for pursuant to this AGREEMENT, nor shall said revisions significantly change the nature, intent, or scope of the Project funded hereunder.

26.4 In the event that the level of funding for GRANTEE or for the Project described herein is altered, GRANTEE shall submit, immediately upon request by CITY, revised budget and Project information so as to enable re-evaluation by CITY of the original funding levels set forth in Exhibit "B."

26.5 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this AGREEMENT and that any such changes shall be automatically incorporated into this AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XXVII. SUSPENSION OF FUNDING

27.1 Upon determination by CITY of GRANTEE's failure to timely and properly perform pursuant to the provisions of this AGREEMENT, CITY, without limiting or waiving any rights it may otherwise have, may, at its discretion and upon five (5) working days written notice to GRANTEE, withhold further payments to said GRANTEE. CITY's notice shall specifically set forth GRANTEE's alleged default or failure as well as the action required for cure thereof.

27.2 The period of funding suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed thirty (30) calendar days. Upon expiration of the suspension period:

- (A) Should CITY determine that the default or deficiency has been cured, GRANTEE may be restored to full compliance status and paid all eligible funds withheld during the suspension period; or
- (B) Should CITY determine continued non-compliance, the provisions of Article XXVIII hereunder may be effectuated.

XXVIII. TERMINATION

28.1 “Termination” of this AGREEMENT shall mean termination by expiration of the AGREEMENT term or earlier termination pursuant to any of the provisions hereof.

28.2 CITY may terminate this AGREEMENT for any of the following reasons:

- (A) Neglect or failure by GRANTEE to perform or observe any of the terms, conditions, covenants, or guarantees of this AGREEMENT or of any written contract or amendment between CITY and SUB-GRANTEE;
- (B) Failure by GRANTEE to cure, within the period prescribed pursuant to the above Article XXVII of this AGREEMENT, any default or deficiency basis for suspension of funding hereunder;
- (C) Finding by CITY that GRANTEE:
 - (1) is in such unsatisfactory financial condition as to endanger performance under this AGREEMENT, including, but not limited to:
 - (a) The apparent inability of GRANTEE to meet its financial obligations;
 - (b) The appearance of items that reflect detrimentally on the creditworthiness of GRANTEE, including, but not limited to, liens, encumbrances, etc., on the assets of GRANTEE;
 - (2) has allocated inventory to this AGREEMENT substantially exceeding reasonable requirements; or
 - (3) is delinquent, in the ordinary course of business, in the payment of taxes or in the payment of costs of performance of this AGREEMENT;
- (D) Appointment of a trustee, receiver or liquidator for all or a substantial part of GRANTEE’s property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against GRANTEE;
- (E) The entry by a court of competent jurisdiction of a final order providing for the modification or alteration of the rights of GRANTEE’s creditors;

- (F) Inability by GRANTEE to conform to changes in local, state, and federal rules, regulations and laws as provided for in Article III and in paragraph number 26.5 of this AGREEMENT; and
- (G) Violation by GRANTEE of any rule, regulation, or law to which GRANTEE is bound or shall be bound under the terms of this AGREEMENT.

28.3 CITY may terminate this AGREEMENT for convenience at any time after which GRANTEE shall be paid an amount not to exceed the total accrued expenditures as of the effective date of termination. In no event, however, will compensation to GRANTEE exceed an amount which bears the same ratio to the total compensation as the services actually performed by GRANTEE bears to the total services required of GRANTEE, less payments previously made.

28.4 GRANTEE may terminate this AGREEMENT for any of the following reasons:

- (A) Cessation of outside funding upon which GRANTEE depends for performance hereunder; GRANTEE may opt, however, within the limitations of this AGREEMENT and with the written approval of CITY, to seek an alternative funding source, provided that the termination of funding by the initial outside source was not occasioned by a breach of agreement as defined herein or as defined in a contract between GRANTEE and the funding source in question; or
- (B) Upon the dissolution of the GRANTEE organization provided such dissolution was not occasioned by a breach of this AGREEMENT.

28.5 Upon a decision to terminate by either CITY or GRANTEE, written notice of such, and the effective date thereof, shall be immediately provided to the other party.

28.6 Upon receipt of notice to terminate, GRANTEE shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this AGREEMENT. To this effect, CITY shall not be liable to GRANTEE or GRANTEE's creditors for any expense, encumbrances, or obligations whatsoever incurred after the date of termination.

28.7 Within thirty (30) days after receipt of notice to terminate, GRANTEE shall submit a statement to CITY, indicating in detail the services performed under this AGREEMENT prior to the effective date of termination.

28.8 Any termination of this AGREEMENT as herein provided shall not relieve GRANTEE from the payment of any sum(s) that shall then be due and payable or become due and payable to CITY hereunder or as provided for at law or in equity, or any claim for damages then or theretofore accruing against GRANTEE hereunder or by law or in equity, and any such termination shall not prevent CITY from enforcing the payment of any such sum(s) or claim for damages from GRANTEE. Instead, all rights, options, and remedies of CITY contained in this AGREEMENT shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any such other remedy or relief which may be provided by law or in equity whether or not stated in this AGREEMENT.

28.9 Should this AGREEMENT be terminated by either party hereto for any reason, including termination under paragraph number 28.3 of this AGREEMENT, and if the work required hereunder of GRANTEE is not fully completed to the satisfaction of CITY in accordance with the terms of this AGREEMENT, GRANTEE shall refund any and all sums of money paid by CITY to GRANTEE within ten (10) working days of CITY's written request therefor.

28.10 Upon termination of this AGREEMENT by CITY under paragraph number 28.2(A), GRANTEE shall be barred from future contracts with CITY absent the express written consent of the City Manager of CITY, or City Manager's designee.

XXIX. NOTIFICATION OF ACTION BROUGHT

29.1 In the event that any claim, demand, suit, proceeding, cause of action, or other action (hereinafter collectively referred to as "claim") is made or brought against GRANTEE, GRANTEE shall give written notice thereof to CITY within two (2) working days after itself being notified. GRANTEE's notice to CITY shall state the date and hour of notification to GRANTEE of the claim, the names and addresses of those instituting or threatening to institute the claim, the basis of the claim, and the name(s) of any others against whom the claim is being made or threatened. Written notice pursuant to this Article shall be delivered either personally or by mail in accordance with Article XXXVIII of this AGREEMENT.

XXX. ASSIGNMENTS

30.1 GRANTEE shall not transfer, pledge or otherwise assign this AGREEMENT, any interest in and to same, or any claim arising thereunder without first procuring the written approval of CITY. Any attempt at transfer, pledge, or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XXXI. LEGAL EXPENSES

31.1 Under no circumstances will the funds received under this AGREEMENT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

31.2 During the term of this AGREEMENT, if GRANTEE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if GRANTEE is in violation of paragraph 31.1 above.

31.3 GRANTEE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the CITY remains unresolved.

31.4 For purposes of this Article, "adversarial proceeding" includes any cause of action filed by the GRANTEE in a state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXXII. SEVERABILITY OF PROVISIONS

32.1 If any clause or provision of this AGREEMENT is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal, or unenforceable, there be added as a part of the AGREEMENT a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XXXIII. NON-WAIVER OF PERFORMANCE

33.1 No waiver by CITY of a breach of any of the terms, conditions, covenants, or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

33.2 No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

33.3 No representative or agent of CITY may waive the effect of the provisions of this Article.

XXXIV. SPECIAL CONDITIONS

34.1 GRANTEE understands and agrees that if it fails to maintain the improvements within the time proscribed in the Covenant (hereinafter described) and pursuant to paragraph 33.1 hereinabove, GRANTEE shall refund to CITY all monies paid to GRANTEE by CITY under this AGREEMENT within thirty (30) days of the date CITY requests such refund from GRANTEE. The word "maintain" shall be defined herein as, to keep in a condition of good repair and preserve its renovated and improved state, and preserve from failure or decline.

34.2 GRANTEE, if GRANTEE is the record title holder of the subject property herein, shall execute, or shall have the record title holder of said Property execute a Covenant and Agreement (hereinafter referred to as "Covenant") with CITY providing that the Property in which the Project is to be performed shall be maintained for a period of not less than five (5) years from the date of execution hereof.

34.3 GRANTEE shall abide by and ensure compliance with the Covenant to maintain subject Property for commercial use such as defined by the City of San Antonio's Unified Development Code Sections 35-310.08 through 35-310.14.

34.4 GRANTEE shall ensure that all third party contracts pursuant to this Project shall be at arms length.

XXXV. SECTARIAN ACTIVITY

35.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXXVI. ENTIRE AGREEMENT

36.1 This AGREEMENT and the Covenant, if applicable and executed, constitute the final and entire agreements between the parties hereto and contains all of the (including all exhibits hereto) terms and conditions agreed upon. Except for the Covenant, if applicable and executed, no other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XXXVII. INTERPRETATION

37.1 In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this AGREEMENT or its governing rules, regulations, laws, codes, or ordinances, CITY shall have the final authority to render or secure an interpretation.

XXXVIII. NOTICES

38.1 For purposes of this AGREEMENT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, Texas 78283-3966
Attn: Director

GRANTEE:



San Antonio, Texas



Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

XXXIX. PARTIES BOUND

39.1 This AGREEMENT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided herein.

XL. GENDER

40.1 Words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XLI. RELATIONSHIP OF PARTIES

41.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

XLII. TEXAS LAW TO APPLY

42.1 This AGREEMENT 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. Venue and jurisdiction arising under or in connection with this AGREEMENT shall lie exclusively in Bexar County, Texas.

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XLIII. CAPTIONS

43.1 The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

EXECUTED this the _____ day of _____, [REDACTED].

CITY OF SAN ANTONIO,
a Texas municipal corporation

GRANTEE:

By: _____

[REDACTED]
Director
Department of Planning and
Community Development

By: _____

[REDACTED]

APPROVED AS TO FORM:

By: _____

[REDACTED]
Assistant City Attorney

Attachments:

Exhibit "A" – Project Application

Exhibit "B" – Project Budget

Exhibit "C" – City Ordinance 2008-11-20-1045



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR OFFER ("RFO") NO.: 6100006486

**Council Chamber, Audio/Visual (A/V) Control, Media Briefing, and B Room
Equipment, Integration, and Support Services**

Date Issued: September 4, 2015

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 A.M. C.T. on September 8, 2015

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Finance Department, Purchasing Division
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

**"Council Chamber, Audio/Visual (A/V) Control, Media Briefing, and B Room Equipment,
Integration, and Support Services"**

Offer Due Date: 10:00 A.M. C.T. on September 8, 2015

RFO No.: 6100006486

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: REBECCA GARZA, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966

Email: REBECCA.GARZA@SANANTONIO.GOV

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No table of contents entries found. |

003 - INSTRUCTIONS FOR OFFERORS**Submission of Offers.**

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Finance Department, Purchasing Division, at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Finance Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror’s response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City’s request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department’s DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror’s responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only. However, City reserves the right to delete line items prior to award.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 UNICOM Government, Inc. ("UGI" or "Vendor") shall provide the equipment and services more particularly described in the UGI proposal dated 9-2-15 and attached hereto and incorporated herein as Exhibit II.

4.2 The UGI proposal, Section 2 – Description of Work, indicates that City is required to make minor modifications to the place where new equipment will be installed; however, Parties agree that no modifications are required.

4.3 City intends to offer existing broadcast equipment for sale. Therefore, UGI will remove existing broadcast equipment in a manner that prevents damage or destruction and place same in a location designated by City, except for items designated for disposal by City.

4.4 The UGI proposal, Section 2.5 implies that there will be building construction in technical areas prior to commencement of work. However, Parties acknowledge that no construction will be taking place prior to UGI's commencement of this project, and none is required.

4.5 Support Services – Maintenance. This contract includes the purchase and installation of new systems and equipment, and the maintenance of those items, as well as maintenance for previously purchased systems and equipment. All maintenance obligations shall be for an 18 month period. The maintenance obligations are described in section 3.2 of the UGI proposal.

- The maintenance obligations for the new equipment being installed pursuant to this agreement shall begin upon City's acceptance of the equipment and systems provided for in this contract. Acceptance shall be reflected in writing by City, and bear the date of the acceptance, and be in a form mutually agreed to by the parties.
- The maintenance obligations for the City Council Chamber Voting and Presentation System, including, but not limited to the Voting Software, Customized Crestron Programs and System Configurations, and all systems and equipment under the previous maintenance agreement between the Parties, shall begin on the same date that the maintenance for the newly installed systems and equipment begins, and shall run concurrently therewith. The parties hereby agree that maintenance of this System under the previous contract shall continue at the same rate and service levels provided therein until the new maintenance contract at the rates and services levels stated herein begins. At such time as the new maintenance agreement begins, the former shall terminate, unless terminated earlier by City. The previous agreement is hereby amended in accordance herewith.

4.7 Travel reimbursement discussed below applies only to travel required for the project scope described in Section 2 of the UGI proposal. All other travel costs are included in the contract price.

4.8 Travel Expenses: Travel to the City of San Antonio in order to provide services for Section 2 of the UGI Proposal must be approved by the Director of the Department of Government & Public Affairs, or said director's designee, prior to undertaking such travel. Provided such prior approval is given, the City will only reimburse Contractor for coach class airfare and moderately priced hotel accommodations. Contractor shall not bill City for any hourly fees for personnel solely for travel time.

4.8.1 Air Travel. Travelers should choose the lowest rates available at the time. City shall not reimburse for first or business class airfare. Optional additional costs for premium seats or other upgrades, such as exit row or early check-in programs are not reimbursable. City will reimburse for mandatory surcharges added to the base ticket price, such as airport fees and taxes. Cancellation fees and rebooking fees are eligible for reimbursement when the change in arrangements was required by and benefits the City. Re-booking fees incurred for the convenience of the traveler may not be reimbursable, and require the specific approval of City.

4.8.2 Mileage. City will reimburse mileage for personal vehicles used to travel to and from City to provide services hereunder at the Privately Owned Vehicle Mileage Reimbursement Rate established by the U. S. General Services Administration in effect at the time of travel, using the most direct route. Adequate records must be maintained to document mileage claimed. The cost of parking a vehicle may be itemized on the mileage form and is reimbursable.

4.8.3 Per Diem. City will reimburse Contractor for lodging, meals and incidental expenses at the per diem rate set by the U. S. General Services Administration for San Antonio, Texas in effect at the time of travel.

4.8.4 Local Transportation Costs. City will reimburse local transportation costs. Costs are generally limited to transfers between the airport and trip destination and between meeting sites. The chosen mode of ground transportation should

be the most economical and practical of those available (e.g. shuttles, cab, bus, rental car). Use of a rental car requires prior approval of City.

4.8.5 All requests for reimbursement must be accompanied by receipts, provided with Contractor's invoice.

4.8.6 The maximum amount reimbursable for travel under this contract is \$55,274.60.

4.9 UGI's proposal Section 4.3 references "Other Direct Costs". Parties agree that there are no Other Direct Costs, all such costs having been provided for in Section 4.8 – Travel, above.

4.10 Production Truck. UGI shall provide a production truck, as described in Exhibit II, for temporary broadcast purposes, for meetings on the following dates, which will be broadcast live on TVSA:

11/10/15, 11/12/15, 11/13/15, 11/18/15, 11/19/15, 12/2/15, 12/3/15, 12/4/15, 12/9/15, 12/10/15, 12/16/15, 12/17/15, 1/13/16, 1/14/16.

4.11 Invoicing Schedule. Notwithstanding anything stated to the contrary in the UGI proposal, UGI shall not invoice City until all testing is completed and City signs the written acceptance.

4.12 Scheduling of project. UGI's Proposal section 6.1 Estimated Period of Performance is hereby deleted. Scheduling of work shall be as follows:

All work shall be completed within 5 month's of City's issuance of a Notice to Proceed, which is anticipated to occur on September 11, 2015. The UGI PM and the designated client POC will develop a mutually agreeable project start date post award no later than 45 days from award date. Post award, the UGI PM will work directly with the City POC to establish delivery dates for the professional services outlined within this proposal. The anticipated project schedule is as follows:

Task	Duration/Days	Start	Completion
Notice to Proceed	0		09/14/15
Finalize System Design	5	09/14/15	9/21/15
Demo Existing Control Room	10	10/30/15	11/06/15
Equipment Delivery Period	35	09/21/15	11/06/15
Build New MCR/CER	20	11/06/15	12/10/15
Install Council Chamber, B Room, MBR	10	12/14/15	01/07/16
System Commissioning	5	12/14/15	12/18/15
System Training by Manufacturers	15	12/21/15	01/15/16
System Launch	0		01/20/16

4.13 Confidential or Proprietary Data. Notwithstanding anything stated to the contrary in the UGI proposal, UGI agrees that its proposal shall not be deemed confidential or proprietary and may be publicly released by City prior to contract award and anytime thereafter. UGI understands that its proposal is being made part of this contract, and that all anticipated contracts are posted publicly prior to the San Antonio City Council meeting at which action will be taken on the proposed contract.

4.14. All Change Controls described in the UGI proposal will be handled in accordance with the procedures for contract amendments set forth in Section 006-General Terms & Conditions of this RFO document.

4.15 Notwithstanding anything stated to the contrary in the UGI proposal, City shall not be liable for and UGI shall not bill for delay damages.

005 - SUPPLEMENTAL TERMS & CONDITIONSOriginal Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000, and terminate on completion of all services, including maintenance provided under the 18 month maintenance period.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 4400003839 through US COMMUNITIES.

Exhibit II – UGI Proposal dated 9-2-15.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I and II, unless otherwise specifically provided herein. Exhibit I shall control over Exhibit II.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL CITY BE LIABLE FOR ANY LOST PROFIT, DELAY DAMAGES, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Warranty.

The warranty specified in Exhibit I and Exhibit II, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "Installation of System Components for Council Chamber, A/V Control, Media Briefing, and B-Room Equipment, Integration, and Support Services" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department, Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule (attached)

Attachment B – Non-Discrimination Ordinance Language (attached as separate document)

Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Questionnaire (attached as separate document)

Attachment D – Veteran-Owned Small Business Preference Program (VOSBPP) Identification Form (attached as separate document)

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Finance Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. **Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. _____

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Finance Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

Attachment A**Price Schedule**

Installation of System Components for Council Chamber, A/V Control, Media Briefing, and B-Room Equipment, Integration, and Support Services

Equipment Pricing	\$1,060,800.54
Professional Services	\$312,519.20
Shipping	\$11,429.60
Travel Costs (Maximum Payable)	\$55,274.00
18 Months of Maintenance	\$149,395.05
Temporary Production Solution	\$41,294.77
Total Project Cost	\$1,630,713.16

City of San Antonio (CoSA)

Proposal for

Council Chamber, Audio/Visual (A/V) Control, Media Briefing, and B Room Equipment, Integration, and Support Services

Customer Contact:

Di Galvan
(210) 207-7234
di.galvan@sanantonio.gov

UNICOM Government, Inc.

Contact:

Daryl Price
(703) 502-2180
Daryl.price@unicomgov.com

Date:

September 2, 2015

UNICOM Government, Inc.

2553 Dulles View Drive
Suite 100
Herndon, VA 20171-5219
800-999-4874
www.unicomgov.com



This proposal includes data that shall not be disclosed outside CoSA and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, CoSA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the CoSA right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets marked with the following legend: "Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal."

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1.0 UNICOM GOVERNMENT, INC.

UNICOM Government, Inc. (UGI) is a recognized information technology (IT) solutions leader, focusing exclusively on Federal Government, state and local governments, and large systems integrators worldwide. For 30 years, UGI has been delivering maximum value to our customers by employing industry leaders, developing solutions to meet customer-specific challenges, and by teaming with global IT leaders such as Microsoft, Cisco, Oracle, Symantec, HP and Panasonic. We combine our experienced engineers, broad range of products and services, and our extensive contract portfolio to best support our customers.

By combining both products and services, UGI is a one-stop shop providing customers with a single point of contact for all their IT needs. Headquartered in Northern Virginia, UGI has offices throughout the United States and supports clients both within the continental United States (CONUS) and outside of the continental United States (OCONUS) in areas such as:

- **Professional Services.** UGI provides a wide range of professional services in support of enterprise software, enterprise storage, enterprise (high-end) computing, networking and communications, and mobile and wireless. UGI engineers provides our clients with the expertise necessary to design, build, and maintain complex network infrastructures in support of today's information dependent applications. Our technical experts perform storage needs assessments and design, implement, and manage IT infrastructure solutions that provide consolidated environments that support critical data flows over multiple networks.
- **Task Order Management.** The UGI Program Management Office runs multiple, complex programs for our Federal Government and state and local government clients. We have Project Management Professional (PMP)-certified Project Managers (PM) who support our government and System Integrator clients in task order management. Our PMs provide task order oversight, risk mitigation, project scheduling, staff management, and project reporting.
- **Procurement.** UGI supports our client's procurement needs through our website, unicomgov.com, which provides convenient, customized shopping zones to meet the specific and changing needs of our customers. Through the UGI Technology Practices, we are able to offer solutions that best respond to client needs and challenges by providing information on cutting edge technology and not simply quoting a requested list of products.
- **Logistics and Integration Management.** UGI has a proven logistics and integration practice available to our clients that can handle all equipment from warehouse and storage to integration and testing, and finally, to deployment. Every step in the process has been carefully thought out and documented and continues to go through our internal process improvement program. This ensures the highest level of customer satisfaction and quality allowing us to meet all customer-driven SLAs and changing expectations.
- **Maintenance and Ongoing Support.** UGI and our partners are able to offer worldwide depot and onsite maintenance support. UGI offers first call support for complex, multi-product solutions, thus reducing the quantity of information client's must retain for warranty support. UGI provides onsite engineering support to provide hands on training and solution management.

1.1 The UNICOM Government Team

UGI provides a wide range of professional services in support of enterprise software, enterprise storage, enterprise servers, networking and communications, mobile and wireless and physical security. UGI engineers provide our clients with the expertise necessary to design, build, and maintain complex network infrastructures in support of today's information dependent applications. Our technical experts assess,

design, implement, and manage IT infrastructure solutions that provide consolidated environments that support critical data flows over multiple networks.

The UGI Focused Partner Program is a direct result of our experience in providing IT solutions to the government for more than 27 years. To provide total IT solutions, we have formed partnerships with product vendors and professional services providers that meet exacting criteria in providing the best support to our clients. We engage partners that share the UGI vision to provide products, services, and complete solutions who not only understand our client's missions, but the regulations, qualifications, clearances, budgets, deadlines, and metrics behind them as well.

For this effort, UGI is teamed with Beck TV, (herein called "the UGI Team") to provide the subject matter expertise required for this effort.

2.0 DESCRIPTION OF WORK

The City of San Antonio (CoSA) is requesting the removal and reinstallation of their CGTV infrastructure. The UGI Team proposes to provide the camera, distribution, audio, routing and production systems for the project. The primary technical space for the project will include two (2) co-located production control spaces and a central equipment area for the placement of racks and electronic equipment. The system will contain two (2) independent production systems, one (1) each to service the Main Council Chambers and the B-Room. Minor modifications to this space will need to be performed by the CoSA to accommodate the installation on the new systems. The UGI Team will provide system integration services for the design, documentation, installation and testing of the broadcast systems involved.

The project requires that a temporary master control room (MCR) be constructed so broadcast operations may continue while new systems are being installed. Two (2) locations have been suggested, the mezzanine level above the current MCR space at Municipal Plaza or a technical space in the Plaza de Armas building. CoSA have agreed that the use of a mobile production truck will be the best solution to provide for continued operations while the new Production System is being installed.

The CoSA request for services includes several systems that are **not** included in the UGI Team scope of work. They include audio acoustic treatment and PA system modifications for the Council Chamber; an Agenda/Vote/Speech System; and automation of podium, lighting and AV systems. These are all considered to AV systems and are to be provided by UGI-GKSC.

There is currently **no** provision for MWBE participation in this SOW. If required, associated adjustments will need to be made prior to final contract award.

2.1 Tasks

The UGI Team will perform the following system integration functions:

- Provide engineering and technical labor to complete system design, documentation, installation, testing, launch and warranty. System signal flow documents will be completed using the conceptual signal flows provided during the initial design phase. The conceptual designs provided included a high level system overview document indicating the relationships between individual systems and the main facility routing switcher, a conceptual workflow for the video multi-viewers, conceptual design of router inputs and outputs, a conceptual design of the system reference requirements, a conceptual design of system time code requirements and a conceptual design of the Ethernet requirements.

- Purchase and inventory all project equipment. All equipment included in the project equipment specification will be purchased by the UGI Team, inventoried and stored in the UGI Team warehouse
- Remove existing broadcast equipment and cabling. CoSA to provide dumpsters
- Delivery of all project equipment to the job site
- Installation of project racks and consoles and mounting of all equipment according to approved system console and rack elevations.
- Wiring of all project equipment per approved system documentation
- Scheduling of all manufacturer provided equipment commissioning
- Testing of all installed systems and correction of any installation mistakes or errors
- Providing for overall system orientation to end user. This orientation is intended to familiarize the end user's technical personnel with a working knowledge of the overall system flow, control systems and test equipment.
- Providing technical support during system launch. The project engineer will be present at system launch to assist the end user's staff with any technical issues related to system operation.
- Provide contract warranty support as described below.

2.2 Maintenance/Warranty

For a period of twelve (12) months following the completion of the system installation, should any system malfunctions arise as a result of improperly wired equipment, poor connections, incorrect system timing, or wiring omissions; the UGI Team shall provide labor and material to correct such problems. This warranty is limited to work as originally completed by the UGI Team and shall not apply to any system changes made by CoSA or other personnel. All original work shall be completed per plans and specifications as approved prior to system installation. Equipment provided by the UGI Team, if any, shall carry the standard manufacturer's warranty, unless otherwise stated.

Options can be provided to extend the warranty for a period as specified by the CoSA at an additional cost.

2.3 Deliverables

Project deliverables shall include:

- Complete as-built documentation to include signal flow drawings, console and rack elevations, wire lists and patch panel labels
- Testing documents for each major sub-system where appropriate
- A project equipment inventory to include serial numbers
 - Note: The inventory function includes the application and recording of asset tags
- All project equipment manuals as provided by the manufacturers

2.4 Acceptance Criteria

All related products and equipment are deemed accepted upon delivery to the designated CoSA location. The UGI Project Manager will supply a form upon completion for the signed acceptance of this project.

Upon completion of the work detailed herein, the UGI Team shall demonstrate to the CoSA that all product elements are present and operational. The UGI Team and CoSA agree that an on-site demonstration will be conducted as soon as possible following completion of the work. When work is accepted by CoSA, this event shall constitute completion.

2.5 Technical Project Assumptions

- In order for the UGI Team to begin on site system installation, building construction in the technical areas must be at a specific stage of completion. Minor delays in access to some rooms or the tech core can be worked out with the QVC and the general contractor. However major delays will affect the project schedule and cost. Prior to the beginning of the on-site installation phase the technical areas of the facility have reached substantial completion. The following items shall define substantial completion.
 - The room(s) shall be protected from and free of all dust producing construction activity.
 - The room(s) will be in a state of “substantial completion” with flooring, wall finishes, electrical trim and ceiling finishes in place.
 - The HVAC system will be operational.
 - Electrical and lighting systems will be installed and operational.
 - The slab beneath the computer flooring will be clean and free from all construction debris.
- A dedicated, lockable, secure and well-lit area will be provided for the staging of all system equipment. The space dedicated to equipment staging shall remain the same throughout the project. Should the location of the staging area need to be moved, by anyone but the UGI Team, the additional labor and lodging expenses required for the move and re-organization shall be billable through change order.
- CoSA shall provide trash dumpsters adequate for removal of project packing materials and removed cables.
- CoSA will provide access to all areas covered in the project installation.
- The UGI Team shall not be responsible for repairing any owner furnished equipment that is not functioning to manufacturer's specifications.
 - The UGI Team shall assist CoSA in trouble shooting equipment to the board stage.
 - The UGI Team will also advise CoSA as to the compatibility of any customer-supplied equipment proposed for the project with equipment proposed by the UGI Team.
- Integration pricing does not anticipate the use on any plenum rated cable. Should this be required, pricing may need to be adjusted through change order.

3.0 SUPPORT SCOPE

3.1 Understanding of Requirements

CoSA is requesting both telephone and on-site support to insure proper operation and timely troubleshooting of the CoSA City Council Chamber Voting and Presentation System.

The UGI Team will provide support for the audio/visual (A/V) system and custom voting software on an as-needed basis. The UGI Team will also provide on-site and telephone support every week during executive and chamber sessions to ensure immediate response to questions or issues that arise during Council Chambers sessions. The on-site technician will be qualified to assess any issues that arise and equipped to repair most items. Those problems outside of the skill set of the on-site technician would be immediately forwarded to the proper personnel within UGI.

3.2 Support Services Renewal—Maintenance

The UGI Team is optimally positioned to provide CoSA with the required support services. Support services are organic to our company and part of our core competencies. UGI has a Top Secret facilities clearance and is able to support and maintain all equipment as required by CoSA. We are experts in A/V-video teleconferencing (VTC) delivery and maintenance support.

UNICOM Government Inc. Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

UGI shall provide technical phone support, and on-site troubleshooting for a period of eighteen (18) months for the systems and equipment indicated below. UGI will provide support for the following:

- Council Chambers, B Room, Control Room, Media Briefing Room (MBR)
- The City Council Chamber Voting and Presentation System, including, but not limited to the Voting Software, Customized Crestron Programs, and System Configurations
- Quarterly performance analysis on equipment and systems

UGI shall serve as CoSA's single point of contact (POC) for all support incidents. Whether through a dedicated account representative assigned by UGI to CoSA, dispatched on-site support, 24x7x365 phone assistance, or live transfer to an original equipment manufacturer (OEM) or service provider, UGI shall provide CoSA with routine or emergency services to keep the systems and equipment up and running strong, all from a single accountable source. UGI represents that the support it provides is intended to decrease downtime and increase productivity, reduce lapse-of-coverage incidents, lower acquisition and administrative costs, and ultimately, improve the return on investment for CoSA's systems infrastructure.

3.3 Technical Assistance Services

UGI operates the UGI's Global Knowledge Support Center (UGI-GKSC) up to a 24-by-7 basis, providing Tier I and II support directly to customers and involving Subject Matter Experts or the expertise of equipment vendors for Tier III support, as required. The UGI-GKSC is a fully functional, operational technical assistance center which acts as the single POC for all support functions for UGI customers.

The UGI-GKSC provides technical and installation support. This facility, located in our Greensboro, North Carolina office, is equipped with specialized tooling and lab support systems designed for remote diagnostics, testing, and direct network access where applicable. Trained video and network engineers are available for end user and field engineer technical support. This support encompasses telephone technical support, preventative support, diagnosis, repair, parts replacement, and loaner components, as well as field engineer dispatch, if required.

Our UGI-GKSC is the first POC for all support and operational issues. We utilize a mix of telephone support, and on-site support, hardware replacement, software updates, and user training. The first step is for a qualified UGI-GKSC Technician to troubleshoot the problem over the telephone by instructing Customer personnel to perform nontechnical fault isolation procedures, to the best extent possible. This resolves typically 65% of all operational issues.

UGI-GKSC Technicians can dispatch from UGI's wide-ranging field engineer force directly to site. UGI supports a wide array of field offices staffed with technicians and field engineers supporting the technical needs of our visual communication customers. This force of qualified technicians will work seamlessly with the UGI-GKSC technician through resolution of any support or operational issue.

The UGI-GKSC VTC lab is built around a powerful network of diagnostic equipment. This network allows our support engineers to place calls to a customer site and to connect with any network service provider to assist in service restoration. They have access to a variety of VTC systems that enable us to work with legacy systems, as well as the latest releases by most VTC system manufacturers, including Cisco and Polycom. This unique capability allows our support engineers to place video calls with the customer and isolate the fault to a specific piece of hardware. To assist in the diagnosis, UGI-GKSC support and field engineers have access to a number of analog and digital test equipment including Primary Rate Interface (PRI), T1, and Basic Rate Interface (BRI) line testers, audio transmission level meters, protocol analyzers, oscilloscopes, color bar generators, and vector scopes.

3.4 System Restoration Services

UGI is well versed in working with all of the major OEM equipment and systems currently in use, as well as legacy systems still in use by various communities. We take great pride in our ability to resolve any problem regardless of the equipment manufacturer. Further, our experience in working with many network providers allows us to ascertain whether a problem stems from the on-site equipment, or if it resides within the network provider. We will act as the agent of the customer in dealing with issues pertaining to vendor equipment and network carriers in order to get sites back into a fully operational mode.

3.5 Help Desk Services

Through our UGI-GKSC, UGI will provide 24-by-7 toll-free Help Desk telephone support or e-mail based service help desk for problem identification and resolution. Upon notification of a system breakdown, UGI's Help Desk technicians will respond to Site Facilitator/POC within one hour via telephone or VTC to begin troubleshooting. This troubleshooting will include network fault isolation to determine whether the fault is on the network or customer premise side of the demarcation point.

UGI will determine system-level operational status of the A/V systems, localize system problems, and assess the impacts of any system problems on the overall system mission. If the fault is with network equipment or with proprietary equipment, UGI will interface with other contractor personnel or network personnel to resolve the problem. UGI will not assume responsibility for servicing unsupported network equipment or proprietary equipment. Cryptographic system support is specifically excluded under this contract. UGI will provide diagnostic troubleshooting, fault isolation, and failure mode analysis services using both built-in and external software and hardware tests, techniques, methods, and procedures.

3.5.1 Customer Assurance Plan

UGI will provide its Customer Assurance Plan, which is a limited-service maintenance contract designed to "share the cost" of repairs while minimizing downtime through regularly scheduled preventive maintenance. UGI's Customer Assurance Plan features include:

- Guaranteed 24-hour priority response on all service calls
- Telephone support with a 4 business hour response time guarantee excluding Chamber and Executive Sessions which have a response time of one (1) hour.
- On City Council Meeting Days, there is a 15-minute Callback Response and "fast as possible" priority response on all service calls
- Labor for on-site support and in-shop service on all covered equipment in the event of system malfunction or failure, including transportation costs for in-shop service
- Coordinating with the manufacturer for warranty repairs
- Professional recommendations on system up-grades and maintenance issues
- Detailed service reports including complete system inventories and service histories
- Quarterly and Annual preventive maintenance checks and services
- Support includes diagnosis of the problem, communication of the solution to the Customer, and resolution of the problem by the UGI Team

3.5.2 Tier 1 Support

UGI will receive the call and assist the customer through various troubleshooting tasks. The customer will be required to perform light system and physical tasks to try and restore functionality with minimal downtime. If remote access is available, the technician will work with the customer to facilitate system

repair. If a resolution cannot be made, it will be noted on the ticket and escalated to Tier 2 and a dispatch will be initiated.

3.5.3 Tier 2 Support

If, upon the evaluation of the technician at Tier 1, UGI feels the failure is outside of CoSA's ability to restore system functionality, a technician shall be dispatched within 24 hours after the escalation to Tier 2. If the failure is system critical, or the CoSA feels that the covered area is critical, the technician will be dispatched on the next available flight. UGI will do its best to repair the issue in a single trip, but multiple trips may be required. UGI shall provide an on-site representative to assist the CoSA Staff with the operations of the A/V system during weekly Council and Executive meetings. The representative will be on-site before the meeting starts and will remain on-site until all agenda items are complete, with the exception of the "Citizens To Be Heard" session at the end of the day. The representative will be a trained and capable technical support person familiar with the operation, maintenance, and use of the systems installed at CoSA's Council Chambers.

3.5.4 Quarterly and Yearly Preventative Maintenance

Maintenance will be scheduled with CoSA for a technician to perform the following on-site tasks:

- Adjust all hardware to manufacturer specs
- Refresh menu system
- Re-flash/update firmware
- Clean lens assembly
- Clean external chassis
- Inspect video graphics array (VGA) cables
- Inspect mouse cable
- Inspect all miscellaneous accessories
- Inspect power cord
- Inspect cable continuity
- Inspect lamp performance
- Test all system operation
- Clean all contacts
- Clear or replace all filters
- Clean internal chassis
- Clean liquid-crystal display (LCD)/digital light processing (DLP)/cathode ray tube (CRT) system (as needed)
- Inspect lumens performance to specifications
- A technical review for component failure
- Projection alignment

3.5.5 Site Certification and Preventative Maintenance

Preventive maintenance visits are included to minimize the occurrence of system malfunctions. The system components are powered up and tested to verify proper functionality. System components will be cleaned and inspected. System operators will be surveyed for issues and user familiarization training provided, as required during the visit. Recommendations/requirements for upgrades will be discussed with users. Evaluation reports for the system will be submitted to the Contracting Officer's Representative (COR) within 15 days of the site visit. Scheduling will be coordinated with the COR. This proposal allows for an annual preventative maintenance visit. The initial visit will be scheduled with the appropriate personnel.

The first preventive maintenance visit (site certification) will be performed within 30 days of contract award to ensure all room equipment is operational and the latest approved software is installed. This trip will include a thorough and exhaustive evaluation of each system. Baseline drawings will be reviewed and red-lined to reflect the current state of the system. The Site Survey Report and Draft Audio, Visual, and VTC Requirements Report are generated after this initial preventative maintenance visit. This comprehensive report presents the findings of the visit and specifically identifies any issues that require resolution to meet the stated goals. The report creates the requirements baseline reference that will be

used through all other phases of the project. Upon receipt of CoSA comments, the reports will be amended as appropriate and submitted for final approval.

3.5.6 Replacement of Discontinued Equipment

In the event that equipment or components provided under this contract must be replaced pursuant to the warranty or maintenance requirements herein, and such equipment is no longer available, having been discontinued, UGI will provide installation, in addition to configuration recommendation, for replacement of equal or greater functionality, or, equal or greater processing capability, as applicable.

3.6 Voting System

UGI will provide support for the A/V system and custom voting software on an as-needed basis. UGI will also provide on-site support every week during Chamber sessions to ensure immediate response to questions or issues that arise during Council Chambers. The on-site technician will be qualified to assess any issues that arise and equipped to repair most items. Those problems outside of the skill set of the on-site technician would be immediately forwarded to the proper personnel within UGI.

4.0 PROJECT PRICING

The official UGI quotation (Quote #: UGI-15-15671v3.pdf) can be found as an attachment to this proposal containing all products and professional services required to accomplish the tasks outlined in this proposal. The total project price is offered at **\$1,630,713.16** for the work specifically defined herein.

Should any additional services be required for the scope within this proposal or that are outside of the scope of this proposal, CoSA shall execute a Change Order according to the process listed in Section 7 below.

4.1 Product Pricing

The proposed products hardware/software/maintenance are provided for a total of **\$1,172,890.60**. Please refer to attached quote for the full break out of all products necessary to complete this project.

4.2 Services Pricing

The proposed professional services are provided on a firm fixed price basis for **\$402,547.96**.

4.3 Travel Pricing

Costs for Travel and Other Direct Costs (ODCs) will be billed separately according to actual usage. The travel for the provided scope will not exceed **\$55,274.60**.

4.4 Invoicing Schedule

UGI will invoice hardware/software/maintenance and professional services based on the project milestones listed below. CoSA shall pay UGI within Net 30 days upon receipt of an invoice.

Milestone	Percentage
Upon Completion of System Design & Specification	30%
Upon Delivery of Equipment to Jobsite	30%
Upon Substantial Completion	30%
Upon Delivery of As-Built Documents	10%

5.0 PROJECT MANAGEMENT PLAN

UGI will monitor all aspects of the contract, from initiation of a task to final solution delivery, while maintaining open communication channels between CoSA staff, management, and project personnel. The UGI Project Manager (“UGI PM”) will work with project leads to ensure that the project is completed on-time with appropriate personnel. Using a work breakdown structure method to prepare and monitor task deliverables, the UGI PM will execute based on a current, detailed overview of the work requirements of the project’s task areas at all times.

6.0 PERFORMANCE OF WORK

6.1 Estimated Period of Performance

UGI estimates the implementation will be completed in five (5) months. The UGI PM and the designated client POC will develop a mutually agreeable project start date post award no later than forty-five (45) days from award date. If the project does not start on or before the forty-five (45) days, then UGI reserves the right to ask for an adjustment of the proposed pricing. Post award, the UGI PM will work directly with the client POC to establish delivery dates for the professional services outlined within this proposal.

The anticipated project schedule is as follows:

Task	Duration/Days	Estimated Completion
Notice to proceed	0	10/2/2015
Finalize Temp MCR Location and System Design	15	10/30/2015
Equipment Delivery Period	30	11/27/2015
Build Temp MCR	15	12/18/2015
Install New Systems	30	1/29/2016
System Training	10	2/12/2016
System Launch	0	2/12/2016

If Notice to Proceed is submitted earlier, the schedule dates will adjust accordingly.

6.2 Location of Work

Work on this effort will be primarily performed at the CoSA location at:

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-
- San Antonio Municipal Plaza 180 Military Plaza San Antonio, Texas 78205

Portions of the work associated with this proposal may need to be completed at a UGI subcontractor facility at:

- 16024 Central Commerce Drive Pflugerville, Texas 78660

6.3 Hours of Work

Work may be performed at the CoSA site from 8:00A.M. to 5:00P.M, excluding all observed Federal holidays. Any required weekend or non-business hour work may require additional funding or may incur higher billable rates and must be coordinated through the UGI Team with a modification of this proposal prior to execution.

7.0 CHANGE CONTROL

The pricing and project schedule are based on project scope. Any changes to the project scope after contract award are subject to UGI's Change Control Process as managed by the UGI PM. All changes will be agreed to in writing and approved by UGI and CoSA prior to any work force efforts.

Should UGI or CoSA want to change any Task, Deliverable, or Acceptance Criteria, the UGI PM will follow standard change control procedures. UGI will complete all work authorized under change control on a time-and-materials or fixed-price basis, dependent upon which contract type is most appropriate. Time and Materials will be charged at UGI's then current rates.

The objectives of change control are to:

- Assess the impact of scope changes on project schedules, resources, and pricing.
- Provide a formal vehicle for approval to proceed with any changes to the scope of work of this proposal.
- Provide a record of all material changes to the original proposal.

If UGI or CoSA requests a change impacting the cost of or time for performance, as determined by UGI in its sole discretion, UGI and CoSA will review the request through our change control process set forth in the proposal and subsequent contract award. For each change, UGI will complete a change request form and provide the completed form to CoSA. Both UGI and CoSA will approve the change request detailed in the form, including the impact of the request on the schedule, resources, and the price of the project, before UGI will make then enact the request. When CoSA accepts the Change Form, CoSA will modify its purchase order and such other documents as requested by UGI, when applicable. If CoSA does not accept the request, including the impact on the schedule, resources, or price, then the Parties will complete their obligations with respect to the project as set forth in this proposal.

8.0 GENERAL ASSUMPTIONS

- The information in this document is based on the most recent information available to the UGI Team. The scope of work and associated costs in this document may be adjusted should new or more detailed information become available regarding the project. The most recent Proposal at the time of contract will govern performance.
- The information provided in this document is based on customer specification and requirements provided by the CoSA, and are developed based on and in accordance with the original equipment manufacturer (OEM) specifications.
- No members of the UGI Team, unless specified elsewhere in this proposal, are required to hold current and active security clearances or citizenships to assist in execution of this project.

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- CoSA will provide the UGI Team with an onsite contact for the duration of the project.
- CoSA will provide the UGI Team with adequate security access to perform the project, including facility access, network access and device access.
- CoSA will provide the UGI Team with adequate documentation to perform the project, including facility diagrams, network diagrams and configurations and device diagrams and configurations.
- When required, CoSA will provide the UGI Team timely access to appropriate resources within the CoSA facilities, including, but not limited to: related employees, vendors, developers, consultants, work space, training space, staging space, hardware, software, network connections, test data and live data. Any material delay in providing such reasonable accommodations shall be considered a delay on the part of the CoSA.
- CoSA will ensure that adequate heating, ventilation, and air conditioning (HVAC) is in place to support standard working conditions and the operation of the installed Hardware/Software.
- CoSA will provide information as requested by the UGI Team in a timely fashion, including completing and returning all UGI-provided templates. The UGI Team will not be responsible for any delays caused due to failure by CoSA to supply information requested by the UGI Team for this project. Any down time not the fault of the UGI Team will be billed in addition to the price proposed.
- This proposal is valid for a period of thirty (30) days from receipt of proposals.
- CoSA authorizes the use of the UGI Subcontractor named in this proposal
- CoSA authorizes the OEM products and solution proposed as per Client requirements.
- UGI assumes that all information contained within the proposal to be true and correct to the best of the knowledge of UGI and all partners. Based on that assumption, pricing is being provided as per the requirements. If during the performance of this contract any discrepancies are identified, UGI may choose to accept the additional work or submit a change order proposal to the Government.
- All deliverables will be set up with a corresponding schedule or as set forth within the proposal. UGI will make every effort to deliver within the timeframe as set forth. If, however, there are unexpected changes made by the Government that impede the schedule, UGI will be forced to request an extension to the period of performance. If delay is more than three (3) days, such delay may result in a request for additional compensation for delay of performance.
- All requests for Modifications or Changes Orders shall be submitted in written form and be mutually agreed upon prior to execution.
- UGI assumes that reports and/or deliverables (except as noted within our technical proposal) will be submitted in electronic format. Formal, bound reports are not included in the Proposal price. Should requirements arise for the submission of formal, bound reports, UGI shall propose subsequent pricing as appropriate.
- The UGI proposal is dependent upon deliverables being received and reviewed within ten (10) business days. Delays beyond ten (10) business days, unless agreed to prior to deliverable submission, shall be considered delays on the part of the Government. UGI may seek compensation for these delays.
- Deliverable Acceptance Process. Due to the nature of a firm fixed price contract, written deliverables shall be delivered to the Contracting Officer's Representative (COR) by UGI in accordance with the time frames set forth in this proposal. Prior agreement regarding written deliverable content and format shall precede performance and shall govern acceptance of the final written deliverable. At the completion of the Government's review (within the time frame specified herein), the COR will promptly provide a single, conclusive, integrated set of

consolidated comments to the UGI Project Manager within 10 days (or as otherwise mutually agreed in advance) after receipt of each deliverable. If any comments identify changes desired by the COR, which do not constitute errors or omissions based on the requirements provided to UGI by CoSA, COR acknowledges and agrees that any change requested may result in an upward or downward equitable adjustment in the contract price, delivery schedule, timeframe for performance, or other affected terms of the contract. Such changes may not be made unilaterally by the COR, but rather as mutually agreed to by the parties. UGI shall be entitled to seek an equitable adjustment and COR agrees to modify the contract accordingly.

- Each deliverable shall be presumed accepted ten (10) days after receipt by the COR, unless the COR otherwise notifies UGI of nonconformance.
- The UGI offer is limited to only those areas that are proposed.
- Requests by UGI for resources and/or meetings will be acknowledged by an authorized representative of CoSA to include an estimate of time required to make available the requested resources should resources be required.
- All meetings involving UGI shall be conducted at mutually agreed upon times and locations between CoSA and UGI without unreasonable delay. Both Parties will make available appropriate personnel to provide maximum value to the meeting.
- Any modifications proposed to the scope within this proposal must be negotiated and approved by both parties in writing prior to work continuing.
- All support and deliverables will be provided in United States English.
- UGI assumes that there will be only one CoSA Project Coordinator assigned to lead each task order and who will enjoy full support from CoSA senior management. Under this arrangement it is assumed the appropriate CoSA personnel will be available on a timely basis to work with UGI representatives, and that management will provide authority to the CoSA Project Coordinator sufficient to support the full scope of the project.
- Any enhancements to, or modifications of, any software or hardware utilized in the support of the "Project" not covered in this proposal will be negotiated as a separate price.
- Should the work in this proposal terminate early for any reason whatsoever, and notwithstanding which party terminates, in the event of termination prior to completion of the UGI Services, CoSA agrees to pay UGI: (i) for all UGI Services performed by UGI in accordance with the proposal invoiced and/or to be invoiced but to date unpaid (Fee, Expenses, Milestone Payments), up to the effective date of termination.
- Personnel Security Requirements: Upon award, if any necessary documentation is requested for security it should be forwarded to the UGI Facility Security Office. All other clearance documentation or requests can also be forwarded to the Facility Security Office.

Email:	FSO@unicomgov.com
Address:	2553 Dulles View Drive Suite 100 Herndon, Virginia 20171-5219 Attn: Facility Security Office
Telephone:	703-502-2040

- Please be advised that only a UGI Contract Manager has the authority to negotiate changes to price, performance, deliverables, schedules, specifications, or terms outlined in this proposal.
- All orders are subject to availability. All orders are subject to the UNICOM Government, Inc Return Policy: <http://shop.unicomgov.com/services/returnpolicy.aspx>



City of San Antonio Muni Plaza HD Upgrade
VER-3
8/31/2015

LINE #	ROOM	EQUIP USE	Qty	MFGR	DESCRIPTION	UNIT	EXTEND
1					CAMERA SYSTEMS		
2					MAIN COUNCIL CHAMBER CAMERAS		
3	MCC	PTZ CAMERA	5	Sony	HIGH DEFINITION PAN, TILT ZOOM CAMERA, 2 MEGAPIXEL-1/3 " IMAGE SENSOR WITH 18X OPTICAL ZOOM, 720P AND 1080I OPERATION.	\$3,728.67	\$18,643.33
4	MCC	PTZ CAMERA	5	Sony	WALL MOUNT BRACKET FOR SONY BRC SERIES CAMERAS	\$186.67	\$933.33
5	MCC	PTZ CAMERA	5	Sony	IP CONTROL INTERFACE CARD FOR 330 AND 900 SERIES CAMERAS	\$1,558.67	\$7,793.33
6	MCC	PTZ CAMERA/Media Back of Chamber	1	Sony	2/3" Full Multi Purpose Compact Camera 1920 x 1080	\$29,220.83	\$29,220.83
7	MCC	PTZ CAMERA/Media Back of Chamber	1	IDX	Input voltage: auto AC 100~240V 50/60Hz	\$336.00	\$336.00
8	MCC	PTZ CAMERA/Media Back of Chamber	1	Fujinon	DC output: approx. 60W/12V~17V	\$13,720.00	\$13,720.00
9	MCC	PTZ CAMERA/Media Back of Chamber	1	Sony	2/3" 17x7.6 HD Lens, QUICKFRAME W/SERO Z/F W/O EXT	\$6,178.67	\$6,178.67
10	MCC	Scan Converter to CER	1	Ensemble Design	Remote Control Panel	\$4,892.50	\$4,892.50
11	MCC	Scan Converter to CER	1	Atlona	BrightEye Mitto 3G / Fiber / HD / SD Scan Converter	\$135.40	\$135.40
12	MCC	Scan Converter to CER	1	Ensemble Design	Atlona 1x2 VGA Dist. amp w/local out	\$163.33	\$163.33
13					BrightEye Rack Mount kit for all BrightEye Products - includes Blank Panel Kit and Retainer Kit		
14					B ROOM CAMERAS		
15	B Room	PTZ CAMERA	5	Sony	HIGH DEFINITION PAN, TILT ZOOM CAMERA, 2 MEGAPIXEL-1/3 " IMAGE SENSOR WITH 18X OPTICAL ZOOM, 720P AND 1080I OPERATION.	\$3,728.67	\$18,643.33
16	B Room	PTZ CAMERA	5	Sony	WALL MOUNT BRACKET FOR SONY BRC SERIES CAMERAS	\$186.67	\$933.33
17	B Room	PTZ CAMERA	5	Sony	IP CONTROL INTERFACE CARD FOR 330 AND 900 SERIES CAMERAS	\$1,558.67	\$7,793.33
18	B Room	Scan Converter to CER	1	BlackMagic	Mini Converter - HDMI to SDI	\$280.25	\$280.25
19	B Room	Extra Council Camera	1	Aja	Universal HD/SD Audio/Video Frame Sync/Converter, 1RU	\$3,275.44	\$3,275.44
20	B Room	Stand By Cam Control	1	Sony	IP Remote Controller for the BRC-H900, BRC-Z700, and BRC-Z330	\$1,866.67	\$1,866.67
21					MBR ROOM CAMERAS		
22							
23	MBR	PTZ CAMERA	3	Sony	HIGH DEFINITION PAN, TILT ZOOM CAMERA, 2 MEGAPIXEL-1/3 " IMAGE SENSOR WITH 18X OPTICAL ZOOM, 720P AND 1080I OPERATION.	\$3,728.67	\$11,186.00
24	MBR	PTZ CAMERA	3	Sony	WALL MOUNT BRACKET FOR SONY BRC SERIES CAMERAS	\$186.67	\$560.00
25	MBR	PTZ CAMERA	3	Sony	IP CONTROL INTERFACE CARD FOR 330 AND 900 SERIES CAMERAS	\$1,558.67	\$4,676.00
26	MBR	FIBER TRANSPORT	1	EVERTZ	Quiet Multiframe with Intelligent Front Fan Cooling	\$1,698.67	\$1,698.67
27	MBR	FIBER TRANSPORT	1	EVERTZ	Power Supply for 7800FR-QT	\$522.67	\$522.67
28	MBR	FIBER TRANSPORT	1	EVERTZ	VistaLINK™ Frame Controller (Includes VLPRO-C, VistaLINK™ PRO S/W Configuration Tool)	\$849.33	\$849.33
29	MBR	FIBER TRANSPORT	2	EVERTZ	Quad Gigabit Ethernet transceiver, 1310nm SFP, VistaLINK	\$4,442.67	\$8,885.33
30					AUDIO SUPPORT		
31							
32					AUDIO DSP		
33	B Room						
34	B Room	Mics Wireless	2	Extron	12x8 Audio Digital Signal Processors with Acoustic Echo Cancellation and Dante Audio Networkin	\$31,111.11	\$62,222.22
35					CENTRAL EQUIPMENT ROOM		
36					PULSE		
37							
38	CER	SYNC	2	EVERTZ	MASTER SYNC GENERATOR WITH EXTERNAL GPS ANTENNA, HD-SD TEST SIGNALS AND 6 SYNC OUTPUTS.	\$5,662.22	\$11,324.44

39	CER	SYNC	2	EVERTZ	Redundant Power Supply Option	\$344.09	\$688.18
40	CER	SYNC	2	EVERTZ	4 Dual Output Configurable SD/HD SDI Test/Black Generators, 2 NTSC/PAL Test Signal Generator Outputs, 2 AES Generators (Balanced & Unbalanced)	\$4,181.33	\$8,362.67
41	CER	SYNC	2	EVERTZ	NTP TIME OPTION	\$871.11	\$1,742.22
42	CER	SYNC	2	EVERTZ	2RU Automatic Changeover System	\$5,985.00	\$11,970.00
43	CER	System Clocks	1	ESE	SMPTE/EBU MASTER CLOCK - GPS - Better than 500ns accuracy - 1¼" RM	\$1,538.13	\$1,538.13
44	CER	System Clocks	1	ESE	10 MHz and 1 KPPS outputs (Installed as a set)	\$298.67	\$298.67
45	CER	Master Pulse Gen	2	EVERTZ	GPS option, includes GPS receiver and 50' weatherproof cable	\$1,219.56	\$2,439.11
46	CER	Master Pulse Gen	2	EVERTZ	400' I/F Cable for GPSII and 5600MSC only	\$479.11	\$958.22
47							
48					Closed Caption		
49	CER	Closed Caption	2	EEG	HDTV Smart Encoder/Decoder VI	\$7,837.50	\$15,675.00
50	CER	Closed Caption	2	EEG	HD490 Support (1 Year required)	\$783.75	\$1,567.50
51	CER	Closed Caption	2	EEG	iCap Module – Please specify captioner/agency	\$986.70	\$1,973.40
52	CER	Closed Caption	2	EEG	Software Support iCapVC	\$76.00	\$152.00
53							
54					PATCHING		
55	CER	Patching router wrap	6	ADC	PNL,MVJT,LITE,2RU,W/DS	\$1,225.14	\$7,350.86
56	CER	Patching swichers	2	ADC	PNL,MVJT,LITE,2RU,W/DS	\$1,225.14	\$2,450.29
57	CER	Patch AES	1	ADC	PNL,MVJT,LITE,2RU,W/DS	\$1,225.14	\$1,225.14
58	CER	Patching swichers	10	ADC	P/C HD ST MID-MID BLUE 4'	\$18.18	\$181.81
59	CER	Patching swichers	10	ADC	P/C HD ST MID-MID BLUE 6'	\$19.99	\$199.86
60	CER	Patching AA	3	ADC	PRO PCH 2X48 BAN 2RU HN	\$1,297.54	\$3,892.63
61	CER	Patching AA	10	ADC	P/C BAN-BAN NICKEL BLACK 6' C/A P/C BNT	\$19.99	\$199.86
62							
63					Video Router/Control System/Multiview. 64 inputs, 64 outpuds HD Video, Expandable to 128x128. 3 Xlink outputs		
64	CER	HD Router	1	Evertz	32x32 Hi-Def Video Router. 8RU Frame supporting both HD and SD video formats with front access modular design expandable in blocks of 32 inputs or outputs to 128x128 with two non-redundant power supplies, single controller and single reference module. Output monitoring standard. Includes reclocking option for 32 HD/SD outputs.	\$30,400.00	\$30,400.00
65	CER	HD Router	1	Evertz	Redundant Power Supply for 8RU Frame	\$2,352.00	\$2,352.00
66	CER	HD Router	1	Evertz	32 High Definition Inputs	\$5,662.22	\$5,662.22
67	CER	HD Router	1	Evertz	32 HD/SD Reclocking Outputs	\$6,097.78	\$6,097.78
68	CER	HD Router Control	1	Evertz	1RU enterprise class Linux computer server for all MAGNUM software modules. Licensed modules can be independently purchased and installed at the factory or in the field. Includes 1-year combined hardware warranty and software maintenance with additional combined hardware warranty and software maintenance available for purchase.	\$7,466.67	\$7,466.67
69	CER	HD Router	1	Evertz	MAGNUM software module for centralized management of all Evertz Multiviewer device hardware configuration and control. 1st-year software maintenance included, additional years available for purchase. Requires either MAGNUM-HW or other certified 3rd party computer server hardware (HP DL360 G5/G6/G7)	\$4,355.56	\$4,355.56
70	CER	HD Router	1	Evertz	MAGNUM software module for centralized management of all Evertz router hardware, control panels and other control interfaces. Support for approved 3rd party router hardware using appropriate protocol device translators. 1st-year software maintenance included, additional years available for purchase. Requires either MAGNUM-HW or other certified 3rd party computer server hardware (HP DL360 G5/G6/G7)	\$13,066.67	\$13,066.67
71	CER	HD Router Panels	1	Evertz	Full rack width router control panel with high resolution touch LCD screen, 8 shaft encoders and 32 LCD programmable buttons (requires MAGNUM-Router)	\$5,575.11	\$5,575.11
72	CER	HD Router	2	Evertz	Intelligent Control Panel, 16 BPS style - 1RU unit, with 16 buttons featuring LCD in key cap for instant updating of source or ident labels. Can be completely configured for any use, XY, BPS Multi-mode, Breakaways, panel supports QLINK for connection to Legacy routers and Ethernet for connection to MAGNUM-Router Control	\$2,090.67	\$4,181.33
73	CER	HD Router MV	1	Evertz	Quiet Multiframe with Intelligent Front Fan Cooling	\$1,698.67	\$1,698.67
74	CER	HD Router MV	1	Evertz	Additional Power Supply for 7800FR Frame	\$522.67	\$522.67

75	CER	HD Router MV	1	Evertz	7700FR and 7800FR VistaLINK Frame Controller (Includes VLPRO-C VistaLINK PRO S/W Configuration Tool)	\$805.78	\$805.78
76	CER	HD Router MV	1	Evertz	Display processor module for VIP-X System, will support up to 32 Inputs and Display them across up to 2 Displays, requires a single 7867VIPX-RP2 rear plate and must be installed in 7800FR or 7800FR-Q	\$23,750.00	\$23,750.00
77	CER	HD Router MV	1	Evertz	Display processor module for VIP-X System. VIPX-8x2 will support up to 8 Inputs and Display them across up to 2 Displays, each Display same resolution. No rear connector.	\$7,840.00	\$7,840.00
78	CER	HD Router MV	1	Evertz	Rear plate for 7867VIPX	\$696.89	\$696.89
79	CER	HD Router MV	2	Evertz	5M X-LINK Cable	\$740.44	\$1,480.89
80	CER	HD Router MV	2	Evertz	1 day commissioning	\$1,904.00	\$3,808.00
81	CER	HD Router MV	2	Evertz	1 day Training	\$1,904.00	\$3,808.00
82	CER	HD Router MV	1	Evertz	Travel, accommodations and other reasonable out of pocket expenses.	\$3,136.00	\$3,136.00
83							
84					DISTRIBUTION		
85	CER	Frame Open Gear	4	Ross Video	openGear 3.0 Frame with Cooling, Advanced Networking & SNMP 20 openGear card slots, 1 controller slot, and 1 reference slot	\$1,942.94	\$7,771.75
86	CER	Frame Open Gear	4	Ross Video	· Redundant or Spare Power Supply for OG3 Frame. · High Efficiency Design provides 450 watts of output power. · Universal Input 90 to 264 volts, Power Factor corrected, built-in Cooling Fan.	\$493.91	\$1,975.63
87	CER	Video DA	32	Ross Video	Dual 3G/HD/SD-SDI Equalizing DA w/ Rear Module	\$440.89	\$14,108.62
88	CER	Utility FS	4	Ross Video	3G/HD/SD-SDI Frame Synchronizer with Rear Module (4 Analog Input + 4 AES)	\$1,939.40	\$7,757.62
89	CER	Reference	8	Ross Video	Analog Video Equalizing Amplifier,Clamping and Differential Input with Rear Module, R2-8707	\$335.75	\$2,686.01
90	CER	TimeCode	3	Ross Video	Analog Audio and Timecode DA with Remote Gain w/ Rear Module	\$379.93	\$1,139.79
91	CER	Frame Open Gear	2	Ross Video	openGear 3.0 Frame with Cooling, Advanced Networking & SNMP 20 openGear card slots, 1 controller slot, and 1 reference slot	\$1,942.94	\$3,885.88
92	CER	Frame Open Gear	2	Ross Video	· Redundant or Spare Power Supply for OG3 Frame. · High Efficiency Design provides 450 watts of output power. · Universal Input 90 to 264 volts, Power Factor corrected, built-in Cooling Fan.	\$493.91	\$987.82
93	CER	Audio Demux	4	Ross Video	HD/SD 4 Channel Analog Audio Demultiplexer with rear I/O	\$1,320.92	\$5,283.66
94							
95					WHEATSTONE IP BASED AUDIO SYSTEM		
96					Wheatstone Evolution 6 Digital Audio Control Surface. 20 Input Faders,		
97	PCR A	Mixer	1	Wheatstone	20 Input Fader E6 Control Surface	\$21,375.00	\$21,375.00
98	PCR A	Mixer	1	Wheatstone	Redundant Power Supply w/ Cable for E6 Surface	\$1,325.25	\$1,325.25
99	PCR A	Mixer	1	Wheatstone	Mix Engine Blade for E-6 (included in system)	\$0.00	\$0.00
100	PCR A	Mixer	4	Wheatstone	8 x 8 Stereo Analog I/O Blade w/ 12 GPIO Ports	\$3,063.75	\$12,255.00
101	PCR A	Mixer	1	Wheatstone(Cisco)	Cisco 8 Port Gigabit Switch	\$1,032.60	\$1,032.60
102	PCR B	Mixer	1	Wheatstone	20 Input Fader E6 Control Surface	\$21,375.00	\$21,375.00
103	PCR B	Mixer	1	Wheatstone	Redundant Power Supply w/ Cable for E6 Surface	\$1,325.25	\$1,325.25
104	PCR B	Mixer	1	Wheatstone	Mix Engine Blade for E-6 (included in system)	\$0.00	\$0.00
105	PCR B	Mixer	4	Wheatstone	8 x 8 Stereo Analog I/O Blade w/ 12 GPIO Ports	\$3,063.75	\$12,255.00
106	PCR B	Mixer	1	Wheatstone(Cisco)	Cisco 8 Port Gigabit Switch	\$1,032.60	\$1,032.60
107	CER	Mixer	1	Wheatstone	8 x 8 Stereo Analog I/O Blade w/ 12 GPIO Ports	\$3,063.75	\$3,063.75
108	CER	Mixer	1	Wheatstone	8 x 8 AES Blade w/ 12 GPIO Ports	\$3,063.75	\$3,063.75
109	CER	Mixer	1	Wheatstone	Navigator Configuration Software	\$945.25	\$945.25
110	CER	Mixer	1	Wheatstone	Cisco 8 Port Gigabit Switch	\$1,032.60	\$1,032.60
111	PCR	Mixer	2	Lcd Arms	7500 LCD arm with springassist tilter and flexmount	\$264.07	\$528.14
112	PCR	Mixer Comm/Training	3	Wheatstone	Per day, On Site Commissioning and Training	\$2,523.44	\$7,570.32
113	PCR	Mixer Comm/Training T&E	3	Wheatstone	Allowance for Travel and Expenses.	\$1,008.90	\$3,026.70
114							
115					CLEARCOM INTERCOM SYSTEM. 3RU, 16 port Matrix Frame		
116					DIGITAL MARTIX FRAME AND INTERFACES		

117	CER	Intercom	1	ClearCom	Eclipse HX-DELTA 4 slot 32-port matrix frame. Including 3RU card frame with backplane circuit boards and three interface module slots, dual-redundant CPU's (CPUHX-SPARE), dual-redundant power supplies and 2 x MVX-A16-HX port cards. Requires EHX configuration software.	\$18,652.67	\$18,816.17
118	CER	Intercom	1	ClearCom	EHX Eclipse-HX Configuration Software DVD v8.5.0: EHX – Eclipse-HX configuration software DVD v8.5.0 with softcopy manuals. This license includes use of EHX client and/or server S/W on multiple PCs on a single Eclipse-HX networked system. Please see "Upgrade-Kits" for Eclipse to Eclipse-HX upgrades. Logic-Maestro, for conditional logic control, is now included with EHX. Production-Maestro, is included for time limited demos, if you wish to purchase Production-Maestro please contact your Clear-Com Rep for a license code. (Note ECS 5.2.x is available for legacy compatible systems).	\$1,180.67	\$1,180.67
119	CER	Intercom	1	ClearCom	Eclipse IP Card, IVC-32 IP matrix card set for the Eclipse Median or Omega matrix frames with instant voice technology for 32 audio channels of low latency, high performance IP audio connections to V-Series panels and Concert 2.0 clients. The Ethernet port connection is available for use on the customers LAN, WAN or Internet connection. Maximum four cards per Eclipse frame. Requires Eclipse v5.1 or newer. Takes one slot in the matrix frame.	\$11,083.33	\$11,083.33
120					CONTROL PANELS		
121	PCR A/B	Intercom	4	ClearCom	V-Series Panel 1RU 12 Rotary XLR4,IP enabled V-Series 1RU 12 rotary and pushbutton yellow ten-character display panel with XLR-4 male headset connector and user menu. The panel has 12 rotary buttons for listen and crosspoint control and 12 pushbuttons as talk keys including one reply/answer-back key and eight shift pages. Requires version ECS 5.2 or higher.	\$2,380.00	\$9,520.00
122	PCR A/B	Intercom	4	ClearCom	340 mm Standard Length GN mic, Standard length gooseneck microphone - 34 cm / 12", for use with V-Series panels and HelixNet base	\$222.13	\$888.53
123					HEADSETS		
124	Various	Intercom	6	ClearCom	Single-ear light headset XLR-4F: Single open ear lightweight headset - four-pin female XLR for standard Clear-Com connection.	\$173.35	\$1,040.11
125					Services		
126	CER	Intercom	1	ClearCom	Daily charge for commissioning and/or on-site training serviced from US office (discounts do not apply to this item). Price includes round trip air flight, reasonable travel, and daily expenses. Note: A two-day minimum and travel surcharge (SVCCOMM-SURCH) may apply for trip to Central or South America.	\$1,852.50	\$1,852.50
127					OPTIONAL ITEMS TO CONSIDER		
128	CER	Intercom	1	ClearCom	EXTENDED WARRANTY, PER YEAR Extended warranty is available for most hardware products (items with unit price in italics) besides accessories such as headsets, microphones, cables, etc. This option extends the regular factory warranty by one year for the eligible items at the price quoted or two years for twice the price. The standard warranty policy applies including RA# issued from Clear-Com to return the product for repair.	\$5,256.14	\$5,256.14
129	CER	Intercom	1	ClearCom	ADV WARRANTY REPLACEMENT FOR 2 YEARS Advanced Warranty Replacement (AWR) is available for most hardware products (items with unit price in italics) besides accessories such a headsets and microphones. For eligible items, the AWR can be extended to two full years at the price quoted. AWR allows replacement of a product confirmed as defective by Clear-Com during the standard warranty period (not available during extended warranties). You will receive the replacement product prior to returning your defective item to the factory. Please call for additional details or questions.	\$11,145.80	\$11,145.80
130							
131					CER Networking		

132	CER	Network Switch	2	Cisco	CISCO - HW SWITCHES DT Cisco Catalyst 3850-48T-L Ethernet Switch - 48 Ports - Manageable - 48 x RJ-45 - Stack Port - 1 x Expansion Slots - 10/...	\$5,818.91	\$11,637.82
133	CER	Network Switch	2	Cisco	CISCO - HW SWITCHES DT Cisco 350W AC Power Supply Spare	\$379.05	\$758.10
134	CER	Network Switch	2	Cisco	CISCO - HW SWITCHES CHS Cisco AC Power Cord for Cisco Catalyst 3850 (North America) - 110 V AC Voltage Rating	\$39.78	\$79.57
135							
136					MCR Recording Deck		
137	MCR	Record BU	4	AJA	Rackmount file-based recorder/player, with ProRes 422 and DNxHD includes: 2 x AC Power Cords	\$3,728.67	\$14,914.67
138	MCR	Record BU	8	AJA	300GB Solid State storage module with FireWire800 connection	\$1,302.00	\$10,416.00
139	MCR	Record BU	1	JVC	BLU-RAY DISC & HDD RECORDER W/HDSDI • HD-SDI In/Out, IEEE-1394, Composite/S-Video • Direct-to-disc recording from live signal • Internal 500GB hard disk for editing, duplicating • Create professional BDMV (with menu) or BDAV discs • Stores up to 24 hours of HD • Supports BD-R or BD-RE discs. • Authors discs w/auto-start or repeat PB • Superimpose SD/HD-SDI embedded time code onto Blu-ray or DVD • RS-232C terminal for external control	\$3,702.22	\$3,702.22
140	MCR	Record BU	1	Middle Atlantic	rack mount shelf for Jvc Srhd2500	\$102.68	\$102.68
141	MCR						
142					KVM SYSTEM-Avocent 8 users x 32 computers		
143	CER	Kvm Switch Monitor	1	NEC	NEC Display MultiSync EA224WMi 22" LED LCD Monitor - 16:9 - 14 ms 21.5IN LED 1920X1080 1000:1 EA224WMI-BK DVI-D VGA BLK 14MS SPKR Adjustable Display Angle - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 1,000:1 - Speakers - DVI - HDMI - VGA...	\$303.74	\$303.74
144	CER	KVM SWITCH	1	Avocent	AVOCENT - PROAV Avocent AMX5000 KVM Switch - 32 x 8 - 32 x RJ-45 - 1U - Rack-mountable	\$6,568.80	\$6,568.80
145	CER	KVM SWITCH	4	Avocent	Avocent AMX 5121 User Station with AMIQ-PS2 module - KVM extender - external	\$1,580.44	\$6,321.78
146	CER	KVM SWITCH	16	Avocent	dual UTP USB interface module with audio & serial	\$213.75	\$3,420.00
147	CER	KVM SWITCH	4	Avocent	19 RACK MOUNT KIT FOR AMX USER STATION	\$39.20	\$156.80
148	CER	Kvm Switch KB	1	Logitech	Logitech MK120 Keyboard and Mouse MK120 DESKTOP CORDED USB Cable Keyboard - USB Cable Mouse - Optical - 1000 dpi - 3 Button	\$21.89	\$21.89
149	CER						
150					CER ENGINEERING COMPUTER		
151	CER, PCR A/B	Engineering Computer	2	Superlogics	Rack Mount Industrial PC - 19" 2U Rack Mount Case (15.35" depth), 3rd gen 22nm Ivy Bridge and 2nd gen 32nm Sandy Bridge LGA1155 CPU Graphics/DVI-D + VGA, form Factor: Micro ATX, 4 Serial ATA 3Gb/s, Realtek LAN GBE, Audio 10-ch, 10 x USB 2.0 (6 rear, 2 front, 2 internal), 1 x PS/2, 1 x COM (optional via header), 1 x Parallel port (optional via header), 2 DIMM. Expansion Slots: (low profile) 1 x PCI-Express x16 Slot 2 x PCI-Express x1 Slots 1 x PCI Slot -Intel Ivy Bridge Celeron G1610 2.60GHz, 2MB L3 Cache -2GB DDR3 1600 Memory -500GB Western Digital SATA 6Gb/s HDD -300W high efficiency PSU	\$2,204.00	\$4,408.00

152	CER, PCR A/B	Engineering Computer	2	Superlogics	Windows XP Pro 32-Bit via downgrade from Windows 7 Pro, Windows XP Pro Installed and Tested (ships with Windows 7 Pro COA and CD)	\$0.00	\$0.00
153	CER, PCR A/B	Engineering Computer	2	Superlogics	SL-CPU1155-CEL260-UP-PDC310-IB - Upgrade to 3.10GHz Intel Pentium Dual Core 'Ivy Bridge' Processor with 2 cores and 3MB of Intel Smart Cache (included in package)	\$0.00	\$0.00
154	CER, PCR A/B	Engineering Computer	2	Superlogics	Intel PRO/1000 PT Dual Port Server Adapter, PCI Express x4 - 2 x RJ-45 10/100/1000Base-T - 10Mbps. 100Mbps. 1Gbps - UTP	\$0.00	\$0.00
155	CER, PCR A/B	Engineering Computer	2	Superlogics	9-pin Serial to 10-pin Header Slot Plate - 16 inches (requires one slot) (included in package)	\$0.00	\$0.00
156	CER, PCR A/B	Engineering Computer	2	Superlogics	LITE-ON CD/DVD Burner - Bulk 24X DVD+R 8X DVD+RW 8X DVD+R DL 24X DVD- R 6X DVD-RW 16X DVD-ROM 48X CD-R 32X CD-RW 48X CD-ROM Black SATA Model	\$0.00	\$0.00
157							
158					CER QC Monitor		
159	PCR A	QC Monitor	1	Imagne Communications	TVM Series waveform monitor package, supporting four picture display with HD/SD-SDI inputs	\$14,401.35	\$14,401.35
160	PCR A	QC Monitor	1	Imagne Communications	Advanced Audio Analysis Upgrade for VTM Series. Upgrades VTM-A3-OPT 3 to add full Dolby decoding for meter display with up to eight (8) analog outputs plus metadata display. Field upgrade	\$2,817.25	\$2,817.25
161	PCR A	QC Monitor	1	Imagne Communications	Double rackmount case for TVM9100 Series, TVM-4MA and TVM-4DG	\$447.70	\$447.70
162	PCR A	QC Monitor	1	Imagne Communications	Blank Panel for DRC-1, DRC-2 or DRC-3	\$59.79	\$59.79
163	CER	Main QC Monitor	1	JVC	17-INCH 10-BIT PRODUCTION MONITOR • True 10-bit IPS panel for near EBU Grade 1 performance • Full array RGB-LED backlight • Precise ITU-709 gamut • Wide gamut mode covers 110% color space • Selectable gamma preset modes 2.2, 2.35, 2.45, 2.6 • 3G/Dual-link HD-SDI inputs • Waveform/Vectorscope • AC/DC Power input	\$4,151.47	\$4,151.47
164	CER	Main QC Monitor	1	JVC	RACK MOUNT KIT (DT-V17G1Z, DT-R17L4DU, DT-E17L4GU) (non-adjustable)	\$121.96	\$121.96
165	CER	Main QC Monitor	1	Fostex	1U Rackmount Monitor. B-Stock	\$507.97	\$507.97
166							
167					MAIN CHAMBERS MONITORS		
168	MCC	Behind Dias Monitors	2	Samsung	UN85JU7100FXZA - 85IN LED UHD 240 CMR 3D READY SMARTTV WIFI VOICE MOTION READY	\$10,644.75	\$21,289.50
169	MCC	Behind Dias Monitors	2	AJA	HD/SD SDI to HDMI, 3G-SDI capable, includes 1-meter HDMI cable	\$565.25	\$1,130.50
170	MCC	Behind Dias Monitors	2	Beck	Custom Mounting System for 85" Monitors	\$1,482.95	\$2,965.90
171	MCC	Dias Position Monitors	15	Marshall	15.6" Modular Design Monitor Rack Mount Monitor with Composite and Component inputs	\$1,699.47	\$25,492.05
172	MCC	Dias Position Monitors	15	Marshall	Dual HDSDI Input Module for Large MD Series Monitors	\$460.45	\$6,906.75
173							
174					PRODUCTION CONTROL ROOM A (MCC)		
175					Production Switcher/ 2ME, 24 input, 10 outputs. 4 keyers per ME		

176	PCR A	Switcher	1	Ross Video	24 Input 2 M/E Rack Frame Processing Engine and 24 Source Button 2 M/E Panel with Effects Memory Modules including all Standard System boards. Standard System Includes: Multi-Definition support for any of the following formats: 525, 625, 1080i 50, 1080i 59.94, 720P 50, 720P 59.94, 1080pSF 25, 1080pSF 29.97 and 1080pSF 23.98 Dual MultiViewer with up to 16 Internal/External Source Display each, over 30 Layouts with Tally and Label controls MultiViewer offers 29 additional layouts for HD output when system is operating in and SD format Robotic Camera Control (VISCA, Canon BU, Ross CamBot Shot Recall) Video Server Control (AMP) with Ross Video Exclusive Roll Clip function Graphics System Control (RossTalk™) Audio Mixer Control (Yamaha 01V96 and DM1000) Serial Tally Output (TSL 3.1) DashBoard intuitive network menu system(LiveAssist, Status, Configuration and ViewControl) Custom Control Macros MediaWipe™ Transitions Standard Mnemonics for Crosspoint Source and Keyer Source display 24 Multi-Definition Serial Digital Inputs	\$39,890.08	\$39,890.08
177	PCR A	Switcher	1	Ross Video	Redundant Power for Carbonite 2S Frame and Panel	\$1,234.05	\$1,234.05
178	PCR A	Switcher	2	Ross Video	Carbonite Commissioning - 1 Day	\$1,496.25	\$2,992.50
179	PCR A	Switcher	2	Ross Video	Carbonite Operational Training - 1 Day	\$1,496.25	\$2,992.50
180	PCR A	Switcher	1	Ross Video	Pre Paid Service Expense Trip 4 Expenses related to travel costs associated with onsite services.	\$3,621.87	\$3,621.87
181					CHAMBERS VIDEOPLAYBACK		
182	PCR A	Clip Server	1	Ross Video	XPression Clips 1-2 (SW +HW) Multi-channel Production Clip Server • 4 RU Rackmount Chassis with Current Ross HW specification, ask representative for details • No pre-rolls / back-to-back transitions • Manual or automation control (AMP, VDCP, P-Bus, RossTalk) • 1 TB local storage with NAS or SAN support • 1 video input for baseband ingest • 2 video outputs - fill+fill or fill+key	\$23,749.05	\$23,749.05
183	PCR A	Clip Server	1	Ross Video	XPression Clips 1-2 (SW +HW) Maint/Ext Warr Includes Coverage for Hardware Parts and Software Updates Adds an additional year of coverage to protect your investment.	\$2,611.55	\$2,611.55
184					Character Generator		
185	PCR A	CG	1	Ross Video	XPression Studio - Dual (SW+HW) • Fully Loaded Package Includes Creation & Playout Software • 4 RU Rackmount Chassis with Current Ross HW specification, ask representative for details • Support for 2 Video Output Channels, Each with Video+Key • Unlimited Output Layers • Support for 2 Video Input Channels • Support for 1 Preview Channel • Support for Multiple Virtual Channels • GPI Card (10 pins)	\$40,238.52	\$40,238.52
186	PCR A	CG	1	Ross Video	XPression Custom Keyboard · Dedicated Keys for XPression Functions · User-defined Custom Keys	\$882.67	\$882.67
187	PCR A	CG	1	Ross Video	· Provides a Connection to External Data Sources such as ODBC, RSS, Excel, Access, and XML	\$4,416.89	\$4,416.89

188	PCR A	CG	1	Ross Video	XPression Incoder-• File-based ingest, transcoding, and multi-target publishing tool • Requires customer-supplied server (see Ross for current specs) • Works with XPression Clips and XPression native clip workflows • Converts proprietary codecs to the XPression Video Codec • Watch folders for easy operation	\$6,184.01	\$6,184.01
189	PCR A	CG	1	Ross Video	XPression Incoder (SW Only) Maint Access to ongoing Software updates and enhancements for one year	\$730.55	\$730.55
190	PCR A	CG	2	Ross Video	One day of onsite commissioning	\$1,496.25	\$2,992.50
191	PCR A	CG	1	Ross Video	Pre Paid Service Expense for commissioning	\$3,416.00	\$3,416.00
192	PCR A	CG	3	Ross Video	Trip 1 Expenses related to travel costs associated with onsite services. Pre-paid expenses will be invoiced at time of order. XPression Operational Training - 1 Day	\$1,496.25	\$4,488.75
193							
194							
195	PCR A	Legislative Control	1	Ross Video	Legislative Control System DashBoard GUI Layout for Legislative Control System -DashBoard GUI Layout for Legislative Control -Customized Layout to Specific Legislature Layout -Accepts XML Legislature Members Data -Controls CamBot Series Robotic Cameras (CamBot Control System Required) -Controls Carbonite and Vision Series Production Switchers -Recalls XPression Graphics System Templates -Accepts TCP/IP Input from Legislature Request System (Verification Required) -Option DB-PTZP-001 required for operation with Panasonic AW-H120 cameras -Option DB-PTZS-001 required for operation with Sony BRC-H900 cameras	\$13,694.23	\$13,694.23
196	PCR A	Legislative Control	1	Ross Video	DashBoard Turnkey Client All-in-one client computer with integrated touch screenarticulated screen mount, minimum 23" 1920x1080 display, minimum 4GB RAM, minimum 250 GB mass storage. Windows 8 Pro OS. Latest release of DashBoard pre-installed, together with gifts package including example apps videos. DashBoard badged. 3 years of next business day onsite support after remote diagnosis. Fulfilled by Dell.	\$3,392.85	\$3,392.85
197	PCR A	Legislative Control	1	Ross Video	DashBoard Controller for Sony BRC-H900 PTZ camera. DashBoard Control Panel that provides control over Sony BRC-900 cameras over IP. Note Sony option BRBK-IP10 must be fitted to camera to enable IP control.	\$6,803.38	\$6,803.38
198	PCR A	Legislative Control	2	Ross Video	Annual Maintenance for DB-PTZ-001 Annual software maintenance for DB-PTZS-001. Includes product improvements and added support for new PTZ cams from Sonv for both svstems	\$1,628.98	\$3,257.96
199	PCR A	Legislative Control	1	Ross Video	DashBoard Multimedia ViewControl DashBoard ViewControl kit for use with Carbonite production switchers that do not have multimedia HDMI inputs. Minimum Contents: Qty 1: 23" Monitor with integrated touch. Qty 1: HD-SDI -> DVI-D resampling upconvertor Qty 1: DVI-D to HDMI video cable Qty 1: USB cable to connect touch screen to CPU Qty 1: HDMI -> HD-SDI convertor Qty 1: HDMI cable	\$3,088.03	\$3,088.03
200	PCR A	Legislative Control	1	Ross Video	DashBoard Legislative Maintenance & Support. Annual Fee to Provide Custom Layout Updates and Tweaks -and Developer Level Configuration Support	\$3,561.55	\$3,561.55
201	PCR A	Legislative Control	2	Ross Video	Commissioning, 1 Day OFFSITE – Preparing Layouts, Representative Data, Seat marks, and cameras	\$1,496.25	\$2,992.50
202	PCR A	Legislative Control	1	Ross Video	Pre Paid Service Expense Trip 1. Expenses related to travel costs associated with onsite services. Pre-paid expenses will be invoiced at time of order.	\$3,416.00	\$3,416.00
203	PCR A	Legislative Control	2	Ross Video	Onsite Technical Training, 1 Day	\$1,496.25	\$2,992.50
204	PCR A	Legislative Control	10	Ross Video	Onsite Commissioning, 1 Day , 1 Day ONSITE - Preparing Camera Shots, Seat to Camera Assignments, and System Communication	\$1,496.25	\$14,962.50
205	PCR A	Legislative Control	1	Ross Video	Pre Paid Service Expense Trip 1. Expenses related to travel costs associated with onsite services. Pre-paid expenses will be invoiced at time of order.	\$3,416.00	\$3,416.00

206	PCR A/B CONSOLES							
207	PCR A	Consoles	1	Beck	PRODUCTION BENCH PER PRELIMINARY DESIGN DRAWING DATED 7-28-15 WITH FINISHES TO MATCH EXISTING CONSOLES. DOES NOT INCLUDE ARTICULATED ARMS.	\$7,715.82	\$7,715.82	
208	PCR A	Consoles	1	Beck	EXTRUDED ALUMINUM MONITOR WALL FRAME ASSEMBLY ON CASTERS WITH LACING BARS AND POWER STRIPS PER PRELIMINARY DESIGN DATED 7-28-15. DOES NOT INCLUDE MONITOR OR SPEAKER MOUNTS.	\$7,413.04	\$7,413.04	
209	PCR A	Consoles	1	Beck	Installation services, including truck rental	\$3,920.00	\$3,920.00	
210	PCR A	Consoles	1	Beck	Travel and Expenses for Console Installation	\$1,120.00	\$1,120.00	
211	PCR A	Consoles	1	Beck	Shipping of Consoles with Truck Rental Estimate.	\$560.00	\$560.00	
212	PCR A	Consoles	1	Nec	NEC DISPLAY SOLUTION -LARGE FORMAT NEC Display 55" LED Backlit Professional-Grade Large Screen Disolav - 55" LCDEthernet	\$2,644.80	\$2,644.80	
213	PCR A	Consoles	1	Chief	Large Screen Monitor Mount	\$251.75	\$251.75	
214	PCR A	Consoles	3	Aja	HD/SD SDI to DVI, high-quality scaler, 2-ch. unbalanced audio output	\$655.50	\$1,966.50	
215	PCR A	pgm pvw	2	NEC	NEC DISPLAYS NEC Display MultiSync EA244WMI-BK 24" LED LCD Monitor - 16:10 - 5 ms - Adiustable Displav Anale - 1920 x 1200 Custom rack mounts	\$476.10	\$952.20	
216	PCR A	pgm pvw	2	Beck		\$168.00	\$336.00	
217								
218	PRODUCTION CONTROL ROOM B (B ROOM SESSIONS)							
219	PCR B	CG	1	Ross Video	XPression Studio - Single (SW+HW) • Fully Loaded Package Includes Creation & Payout Software • 4 RU Rackmount Chassis with Current Ross HW specification, ask representative for details • Support for 1 Output Channel, Video + Key • Unlimited Outout Lavers	\$40,238.52	\$40,238.52	
220	PCR B	CG	1	Ross Video	XPression Custom Keyboard · Dedicated Keys for XPression Functions · User-defined Custom Keys · Provides a Connection to External Data Sources such as ODBC, RSS, Excel, Access, and XML	\$750.14	\$750.14	
221	PCR B	CG	1	Ross Video		\$4,416.89	\$4,416.89	
222	Legislative Control System							
223	PCR B	Legislative Control	1	Ross Video	DashBoard GUI Layout for Legislative Control System -DashBoard GUI Layout for Legislative Control -Customized Layout to Specific Legislature Layout -Accepts XML Legislature Members Data -Controls CamBot Series Robotic Cameras (CamBot Control System Required) -Controls Carbonite and Vision Series Production Switchers -Recalls XPression Graphics System Templates -Accepts TCP/IP Input from Legislature Request System (Verification Required) -Option DB-PTZP-001 required for operation with Panasonic AW-H120 cameras -Option DB-PTZS-001 required for operation with Sony BRC-H900 cameras	\$13,694.23	\$13,694.23	
224	PCR B	Legislative Control	1	Ross Video	DashBoard Turnkey Client All-in-one client computer with integrated touch screenarticulated screen mount, minimum 23" 1920x1080 display, minimum 4GB RAM, minimum 250 GB mass storage. Windows 8 Pro OS. Latest release of DashBoard pre-installed, together with gifts package including example apps videos. DashBoard badged. 3 years of next business day onsite support after remote diagnosis. Fulfilled by Dell.	\$3,392.85	\$3,392.85	
225	PCR B	Legislative Control	1	Ross Video	DashBoard Controller for Sony BRC-H900 PTZ camera. DashBoard Control Panel that provides control over Sony BRC-900 cameras over IP. Note Sony option BRBK-IP10 must be fitted to camera to enable IP control.	\$6,803.38	\$6,803.38	

226	PCR B	Legislative Control	1	Ross Video	DashBoard Multimedia ViewControl DashBoard ViewControl kit for use with Carbonite production switchers that do not have multimedia HDMI inputs. Minimum Contents: Qty 1: 23" Monitor with integrated touch. Qty 1: HD-SDI -> DVI-D resampling upconvertor Qty 1: DVI-D to HDMI video cable Qty 1: USB cable to connect touch screen to CPU Qty 1: HDMI -> HD-SDI convertor Qty 1: HDMI cable	\$3,088.03	\$3,088.03
227	PCR B	Legislative Control	1	Ross Video	DashBoard Legislative Maintenance & Support. Annual Fee to Provide Custom Layout Updates and Tweaks -and Developer Level Configuration Support	\$3,561.55	\$3,561.55
228	PCR B	Legislative Control	2	Ross Video	Annual Update Fee Annual fee to provide Custom Layout Updates and Tweaks and Developer Level Configuration Support. For Both Systems	\$3,561.55	\$7,123.10
229	PCR B	Legislative Control	1	Ross Video	Pre Paid Service Expense Trip 5 Expenses related to travel costs associated with onsite services.	\$2,408.00	\$2,408.00
230	PCR B CONSOLES						
231	PCR B	Consoles	1	Beck	PRODUCTION BENCH PER PRELIMINARY DESIGN DRAWING DATED 7-28-15 WITH FINISHES TO MATCH EXISTING CONSOLES. DOES NOT INCLUDE ARTICULATED ARMS.	\$7,715.82	\$7,715.82
232	PCR B	Consoles	1	Beck	EXTRUDED ALUMINUM MONITOR WALL FRAME ASSEMBLY ON CASTERS WITH LACING BARS AND POWER STRIPS PER PRELIMINARY DESIGN DATED 7-28-15. DOES NOT INCLUDE MONITOR OR SPEAKER MOUNTS.	\$7,413.04	\$7,413.04
233	PCR B	Consoles	1	Nec	NEC DISPLAY SOLUTION -LARGE FORMAT NEC Display 55" LED Backlit Professional-Grade Large Screen Displav - 55" LCDEthernet	\$2,644.79	\$2,644.79
234	PCR B	Consoles	1	Chief	Large Screen Monitor Mount	\$251.75	\$251.75
235	PCR B	Consoles	3	Aja	HD/SD SDI to DVI, high-quality scaler, 2-ch. unbalanced audio output	\$655.50	\$1,966.50
236	PCR B	pgm pvw	2	NEC	NEC DISPLAYS NEC Display MultiSync EA244WMI-BK 24" LED LCD Monitor - 16:10 - 5 ms - Adjustable Displav Angle - 1920 x 1200	\$476.10	\$952.20
237	PCR B	pgm pvw	2	Beck	Custom rack mounts	\$168.00	\$336.00
238							
239							
240	PCR A/B KVM						
241	PCR A/B	Lcd Arms for PCR2	10	Lcd Arms	7500 LCD arm with springassist tilter and flexmount	\$264.07	\$2,640.70
242	PCR A/B	Kvm Switch Monitor	10	NEC	NEC Display MultiSync EA224WMI 22" LED LCD Monitor - 16:9 - 14 ms 21.5IN LED 1920X1080 1000:1 EA224WMI-BK DVI-D VGA BLK 14MS SPKR Adjustable Display Angle - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 1,000:1 - Speakers - DVI - HDMI - VGA...	\$303.74	\$3,037.40
243	PCR A/B						
244	PCR A/B				PCR A/B Misc Monitoring		
245	PCR A/B	Audio Mon	4	JBL	8" Two-Way Bi-Amplified Powered Studio Monitor	\$311.10	\$1,244.39
246	PCR A/B	Audio Mon	2	Wohler	2 Channel, SD-SDI, Audio Monitor, 1RU	\$2,450.00	\$4,900.00
247							
248	PRODUCTION CONTROL ROOM B (B ROOM SESSIONS)						
249	Carbonite+ 24 Input 2 M/E Frame ONLY!						
250	24 Inputs/ 10 outputs,						

251	PCR B	Switcher	1	Ross Video	24 Input 2 M/E Frame with 1 PSU. For use with Carbonite Panels ONLY! Standard System Includes: Multi-Definition support for any of the following formats: 525, 625, 1080i 50, 1080i 59.94, 720P 50, 720P 59.94, 1080pSF 25, 1080pSF 29.97 and 1080pSF 23.98 Dual MultiViewer with up to 16 Internal/External Source Display each, over 30 Layouts with Tally and Label controls MultiViewer offers 29 additional layouts for HD output when system is operating in and SD format Robotic Camera Control (VISCA, Canon BU, Ross CamBot Shot Recall) Video Server Control (AMP) with Ross Video Exclusive Roll Clip function Graphics System Control (RossTalkTM) Audio Mixer Control (Yamaha 01V96 and DM1000) Serial Tally Output (TSL 3.1) DashBoard intuitive network menu system(LiveAssist, Status, Configuration and ViewControl) Custom Control Macros MediaWipeTM Transitions Standard Mnemonics for Crosspoint Source and Keyer Source display 24 Multi-Definition Serial Digital Inputs 1 Reference input with 2 independently adjustable reference outputs 1 LTC BNC input for use with Ross Video Exclusive LiveEDLTM 2 MultiLevel Effects System (M/E) 4 Keyers with Luma/Linear/Chroma or DVE Keying abilities per M/E 2 Floating UltraChromeTM Chroma Keyers with Super Fine Keying Quality 4 Channel Animation Store with 8 GB of Memory and MediaManager WebUI	\$21,223.51	\$21,223.51
252	PCR B	Switcher	1	Ross Video	Redundant Power for Carbonite Frame Additional PSU External Brick type power supply for load sharing redundancy	\$573.88	\$573.88
253	PCR B	Engr Kvm	1	NEC	NEC Display MultiSync EA224Wmi 22" LED LCD Monitor - 16:9 - 14 ms 21.5IN LED 1920X1080 1000:1 EA224WMI-BK DVI-D VGA BLK 14MS SPKR Adjustable Display Angle - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 1,000:1 - Speakers - DVI - HDMI - VGA...	\$303.74	\$303.74
254	PCR B	Engr Kvm	1	Beck	Custom Monitor mounts for Multiview	\$373.33	\$373.33
255	PCR B	Consoles	5	Aja	HD/SD SDI to DVI, high-quality scaler, 2-ch. unbalanced audio output	\$644.00	\$3,220.00
256							
257							
258							
259					EQUIPMENT TOTAL		\$1,120,166.83
260					Prof Services CoSA Broadcast Control Room Solution		\$402,547.96
261					Travel CoSA Broadcast Control Room Solution		\$55,274.00
262					Equipment Shipping		\$11,429.60
263					Interim Production and Broadcast Solution for the following dates: 11/10/15, 11/12/15, 11/18/15, 11/19/15, 12/2/15, 12/3/15, 12/9/15, 12/10/15, 12/16/15, 12/17/15, 1/13/16, 1/14/16		\$41,294.77
264							
265							
266							
					Total		\$1,630,713.16



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CONSULTANTS

16024 CENTRAL COMMERCE DR.
PFLUGERVILLE, TEXAS 78660
PHONE (512) 252 7555
FAX (512) 670 4390
www.becktv.com

client:



project:

City of San Antonio
Municipal Plaza Rebuild

contact:

web:

file loc:

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folder:

City of San Antonio 2015\
System\Drawings\

name:

11 PCR MON
WALL CONCEPT

description:

PCR 8020 MON WALL
LAYOUT
*

notes:

type:

Conceptual

date:

9/1/2015

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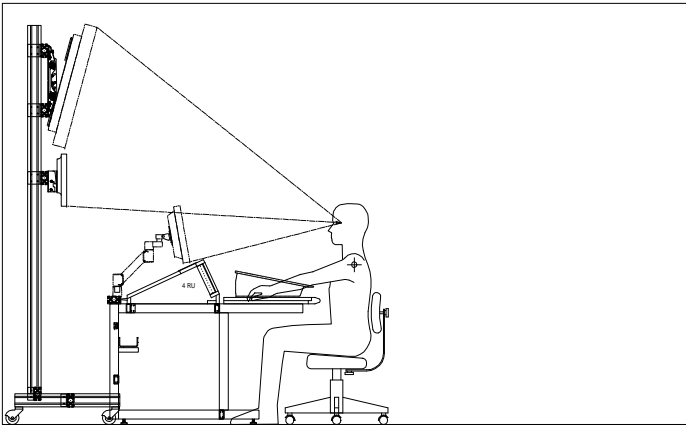
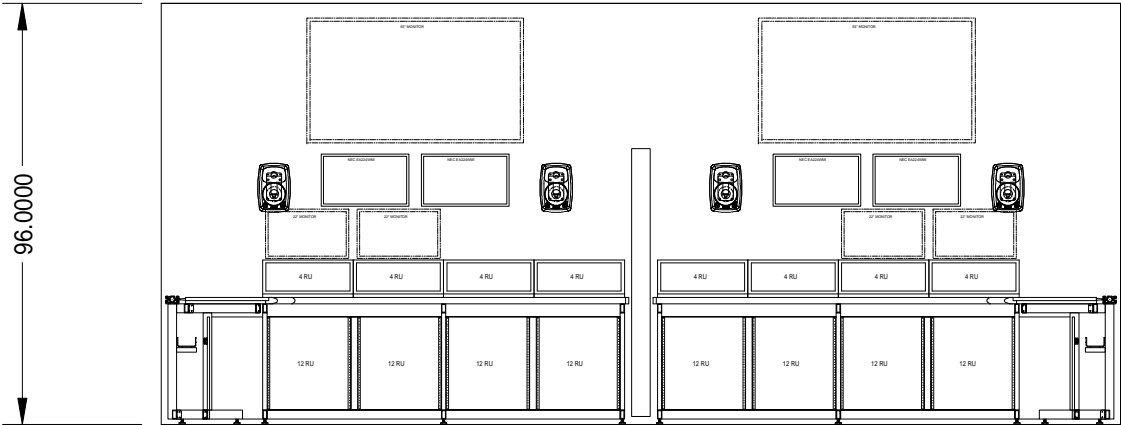
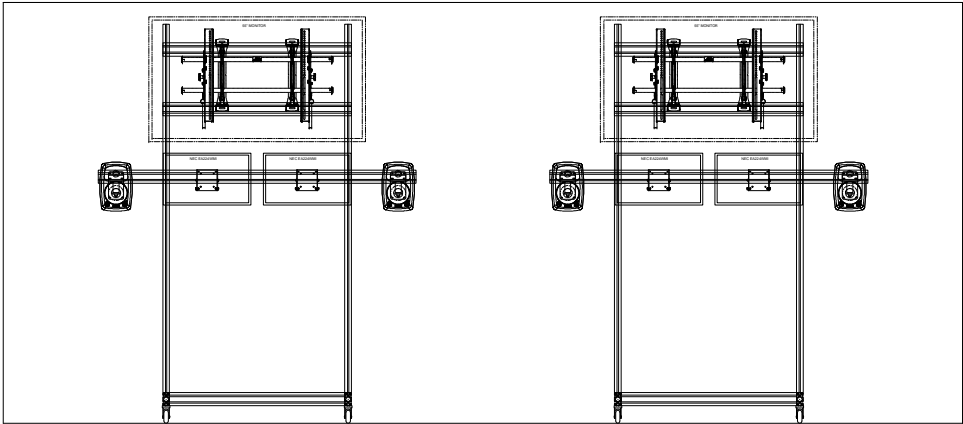
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MON WALL

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11 of 11





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10 PCR LAYOUT
CONCEPT

description:

PCR CONSOLE
LAYOUT
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notes:

type:

Conceptual

date:

8/31/2015

rev:

v2-090215

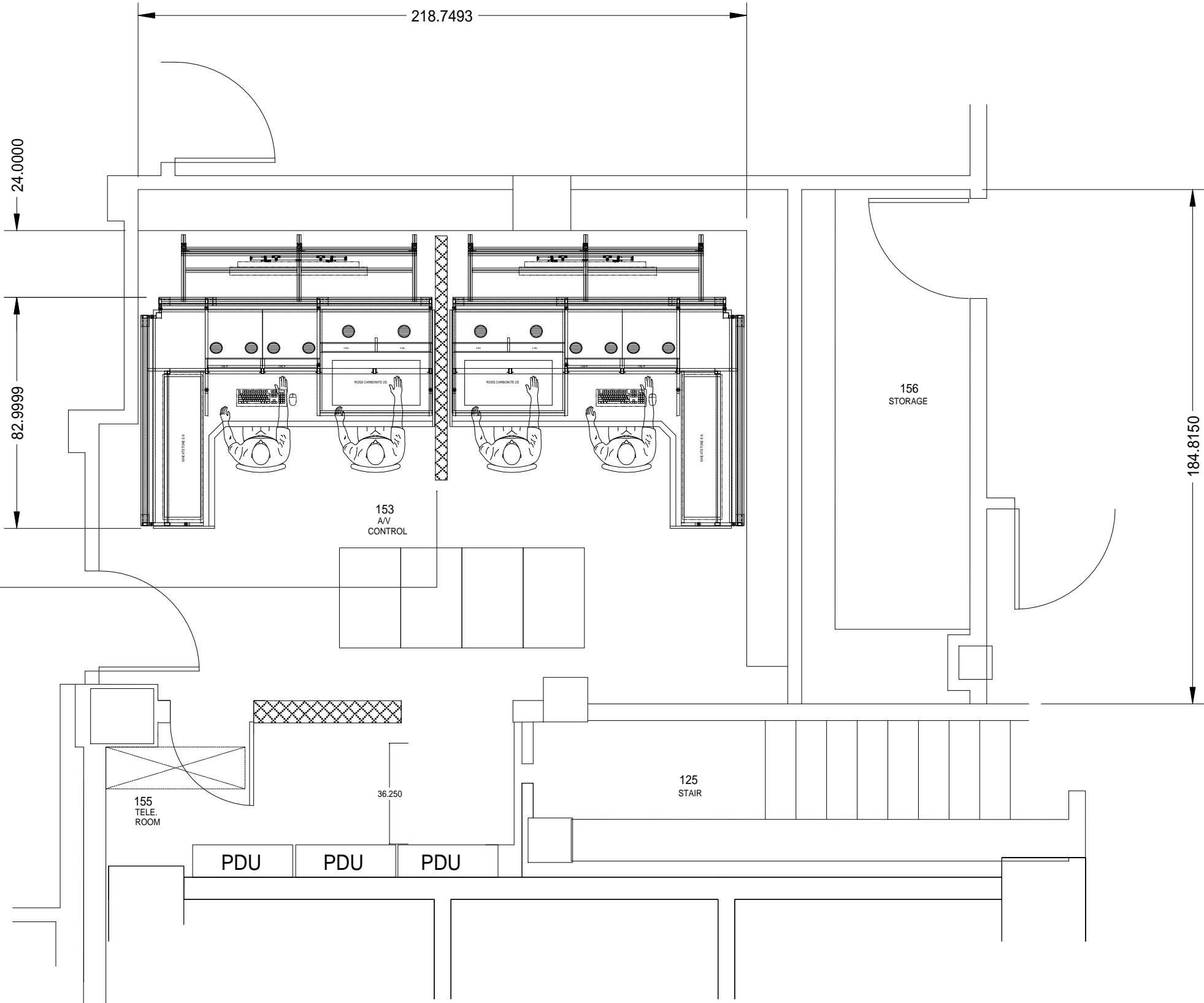
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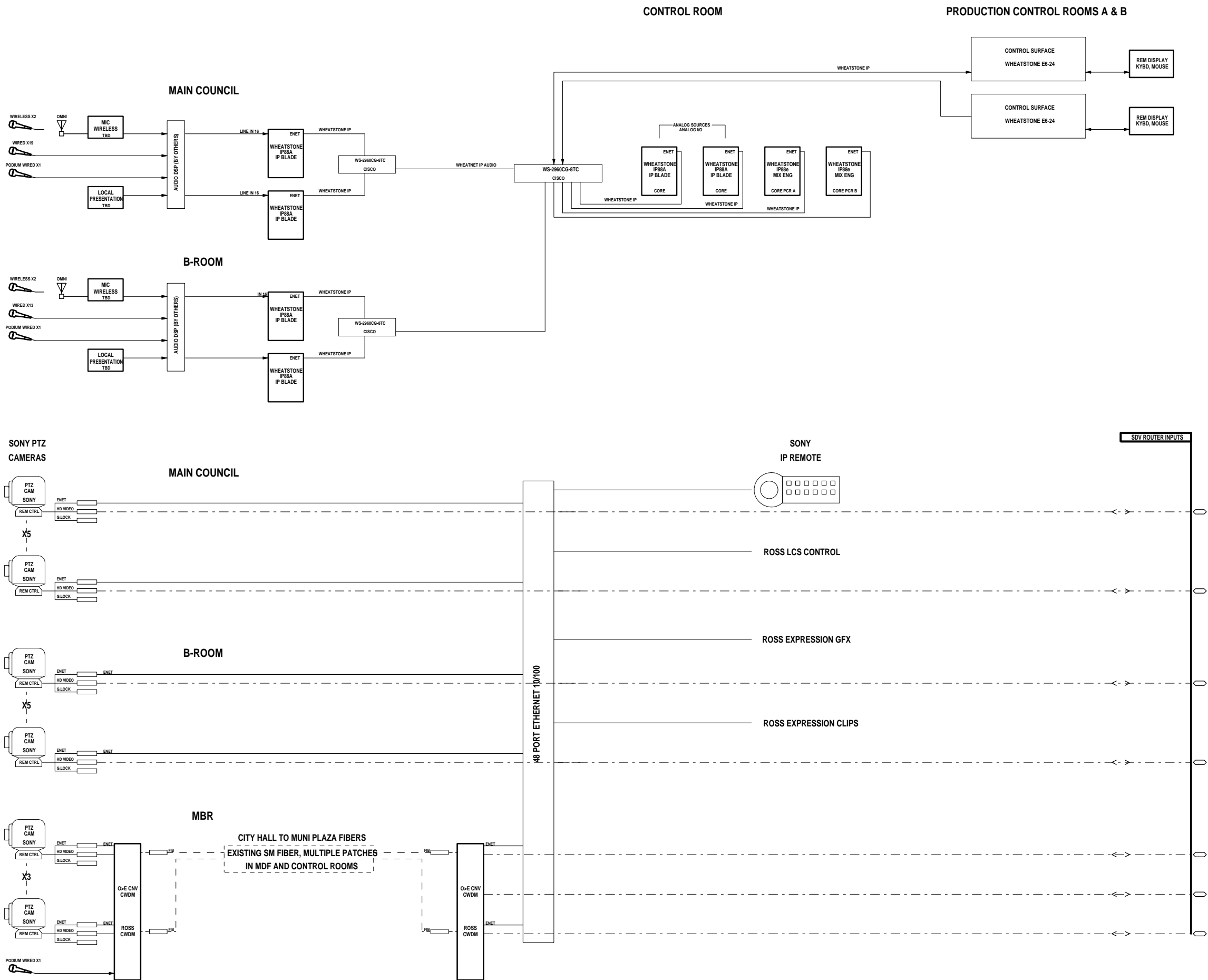
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Notes: We would like to add an acoustic free standing panel between the two production consoles for noise control. This would have to be purchased if one is not available already in Municipal Plaza storage.





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folder:
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name:
08 MAIN AND B-ROOM
FUNCTIONAL

description:
MAIN AND B-ROOM
FUNCTIONAL
*

notes:

type:
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date:
9/02/2015

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v1-090215

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9 of 11



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07 AUD CONCEPT

description:

MIXER ANALOG AUD
IN/OUT
WIRING
*

notes:

type:

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date:

8/31/2015

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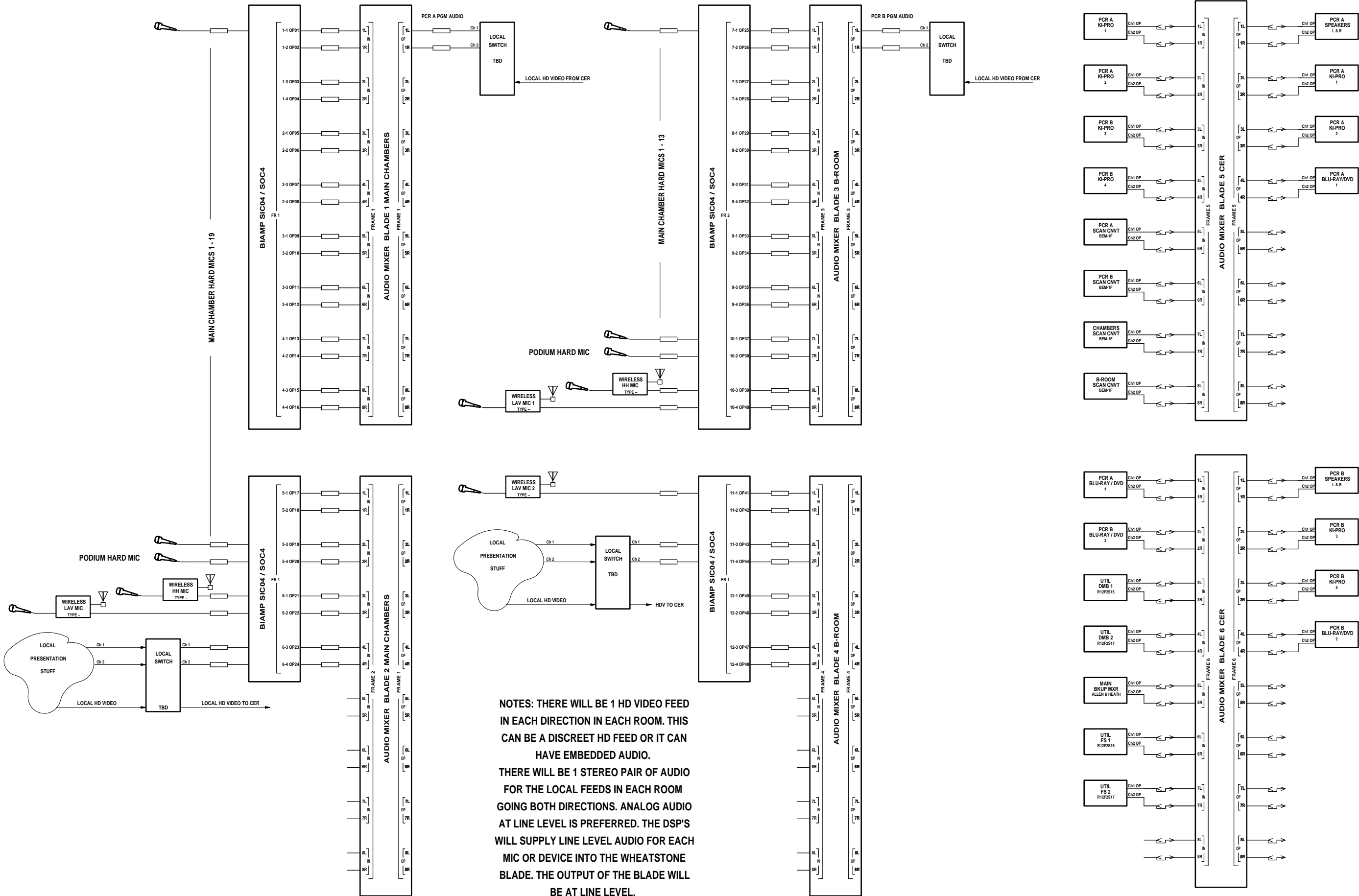
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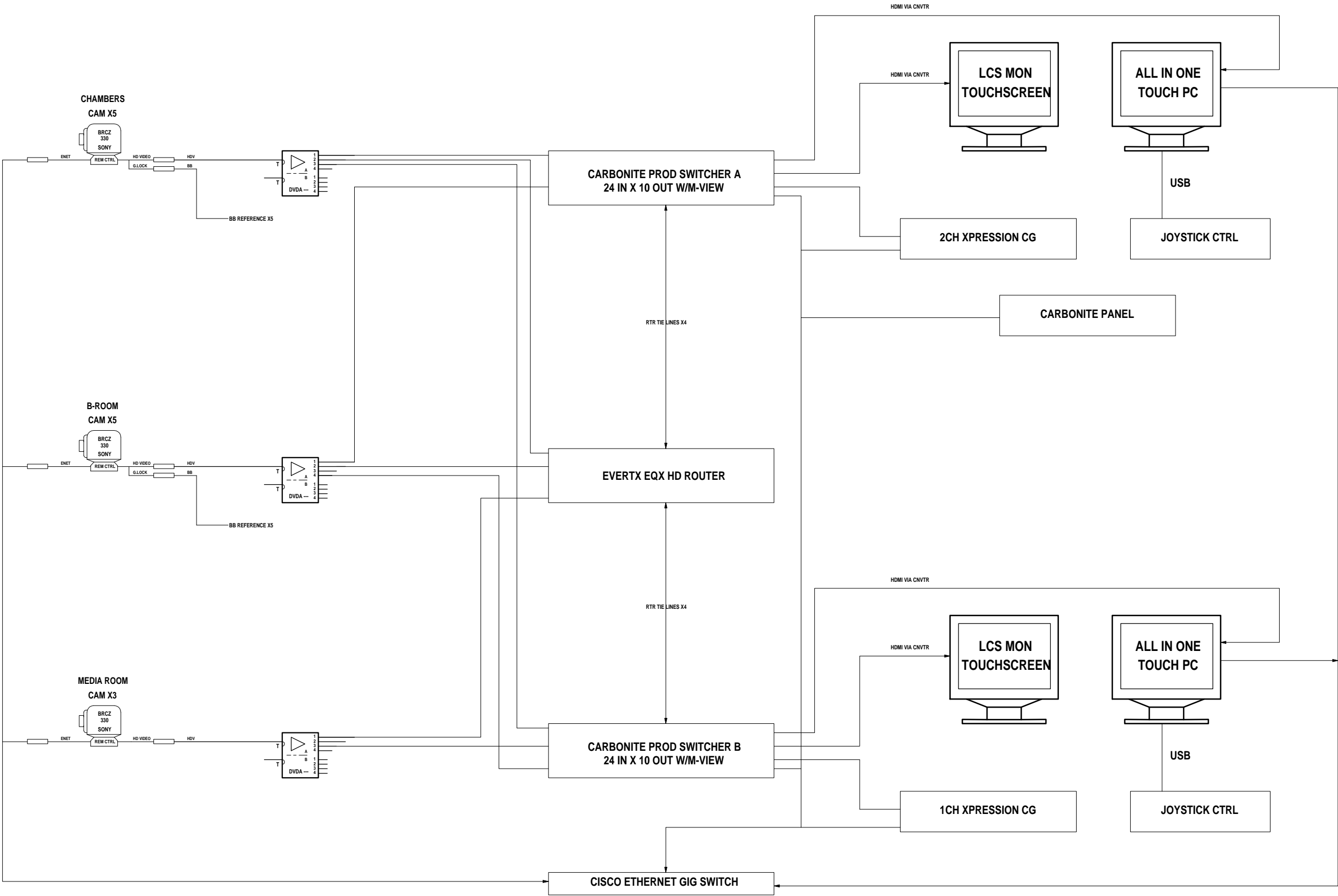
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7 of 11



NOTES: THERE WILL BE 1 HD VIDEO FEED
IN EACH DIRECTION IN EACH ROOM. THIS
CAN BE A DISCREET HD FEED OR IT CAN
HAVE EMBEDDED AUDIO.
THERE WILL BE 1 STEREO PAIR OF AUDIO
FOR THE LOCAL FEEDS IN EACH ROOM
GOING BOTH DIRECTIONS. ANALOG AUDIO
AT LINE LEVEL IS PREFERRED. THE DSP'S
WILL SUPPLY LINE LEVEL AUDIO FOR EACH
MIC OR DEVICE INTO THE WHEATSTONE
BLADE. THE OUTPUT OF THE BLADE WILL
BE AT LINE LEVEL.



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name:

06 LCS CONCEPT

description:

LCS SYSTEM
WIRING
*

notes:

type:

Conceptual

date:

8/31/2015

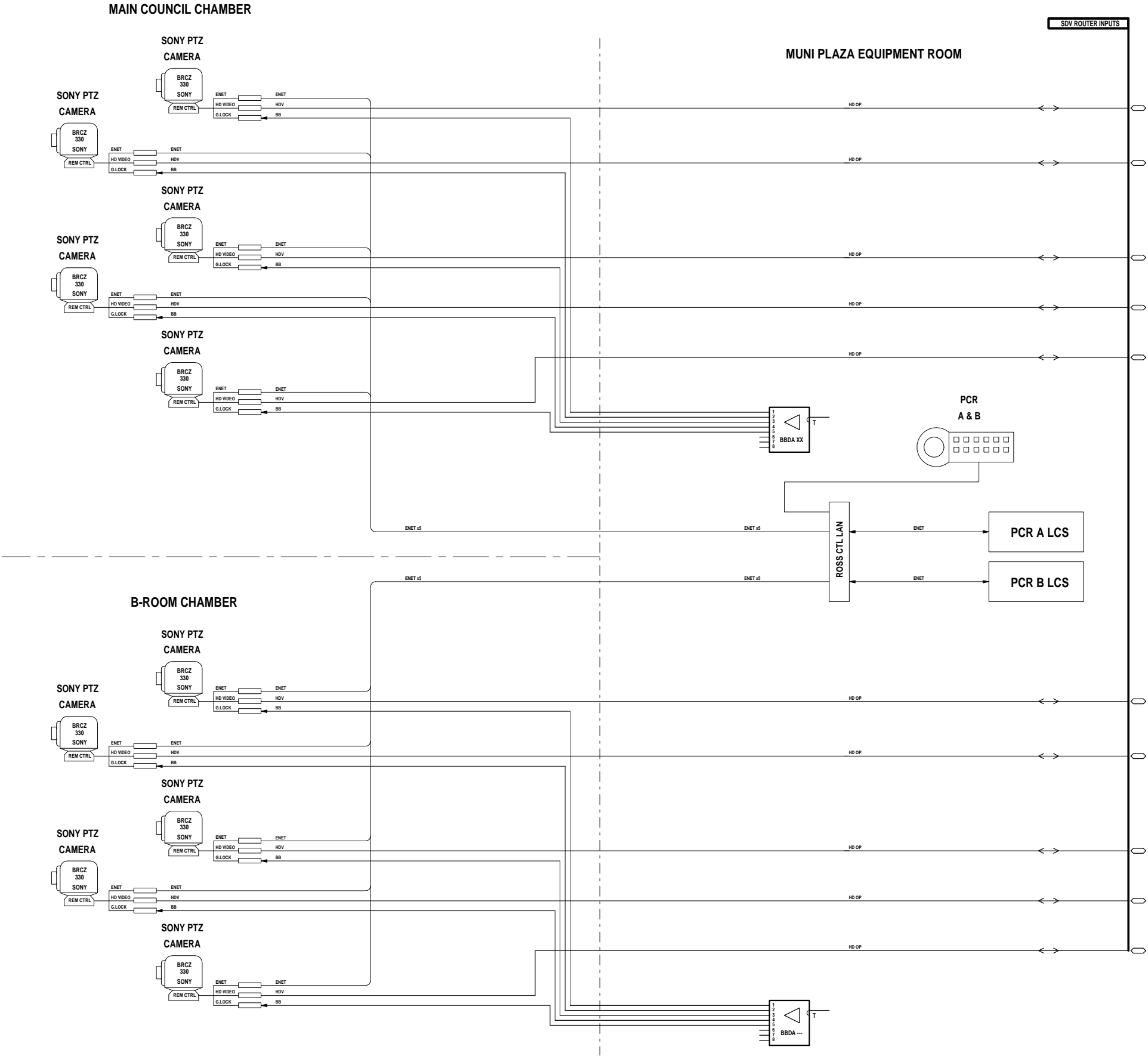
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US LOCAL CAMERA
CONCEPT

description:

LOCAL CAMERA
CONCEPT

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5 of 11



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04 REM CAMERA
CONCEPT

description:

MBR CAMERA
CONCEPT
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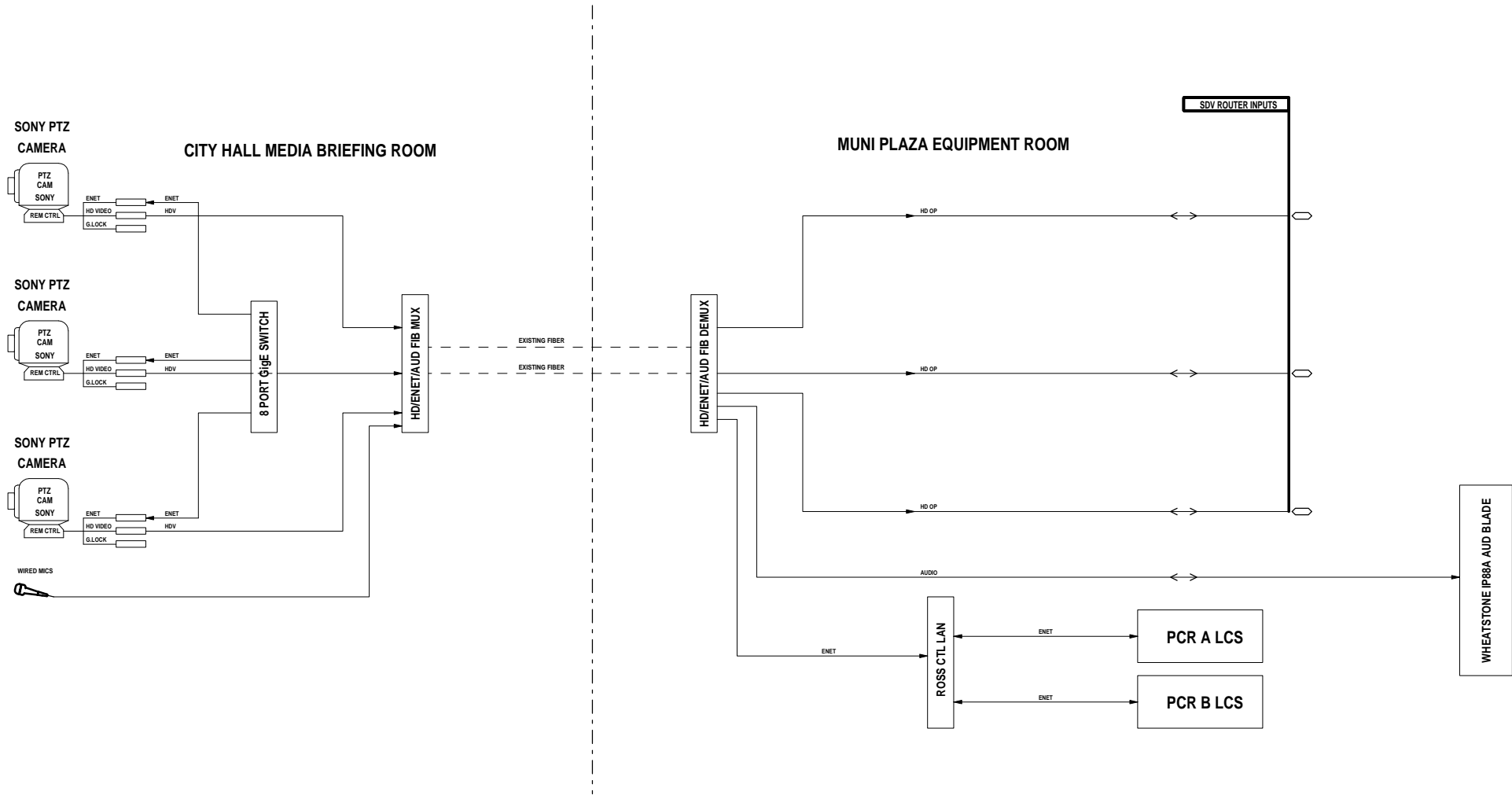
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4 of 11





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03 REF CONCEPT

description:

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CONCEPTUAL
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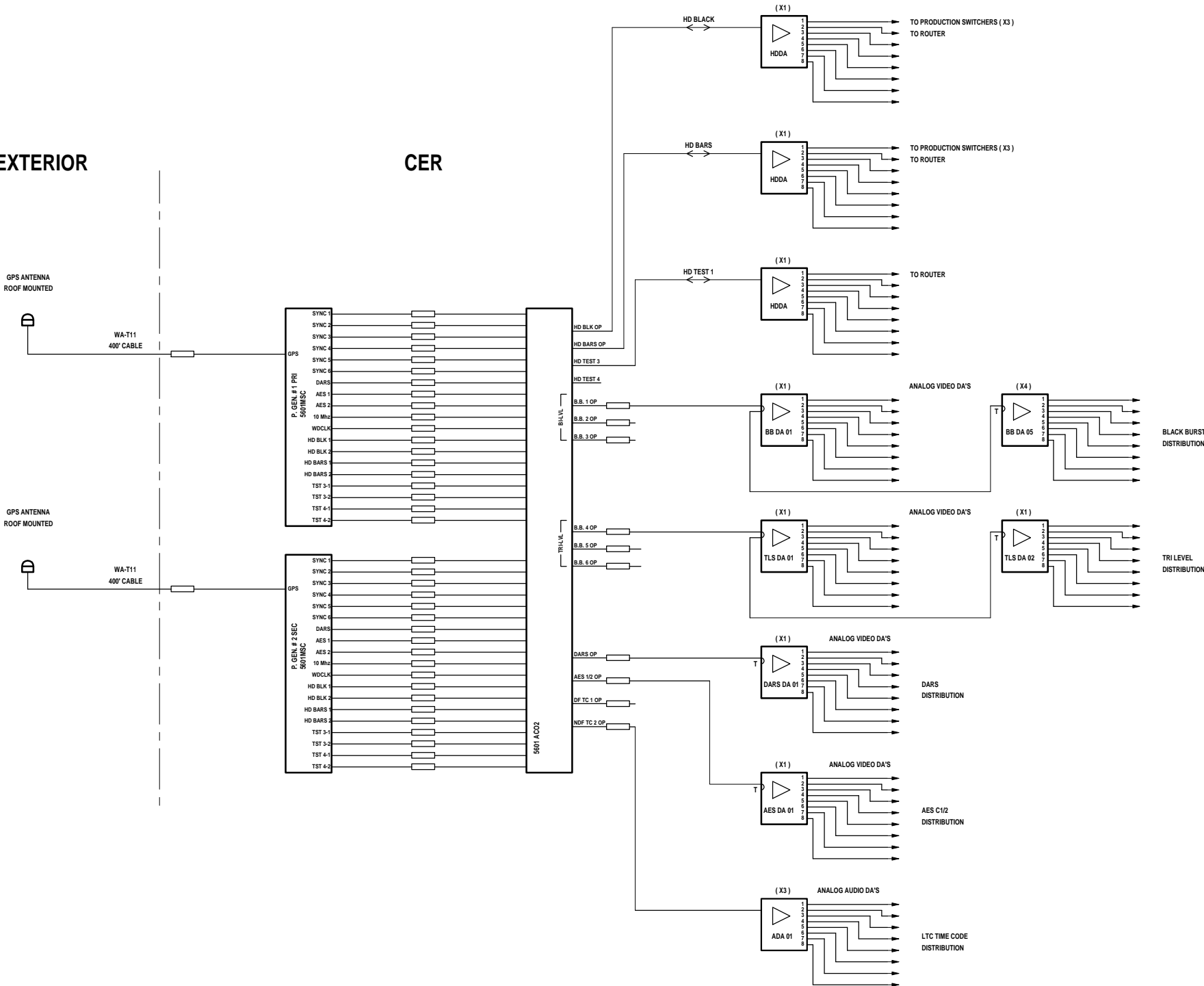
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3 of 11

BLDG EXTERIOR

CER



NOTE: DESTINATIONS VARY, MOST REF
FEEDS ARE IN CER, SOME WILL RUN TO
MAIN CHAMBERS AND B-ROOM.



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Municipal Plaza Rebuild

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System\Drawings\

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02 RTR CONCEPT

description:

HD ROUTER
IN/OUT
CONCEPTUAL
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date:

8/31/2015

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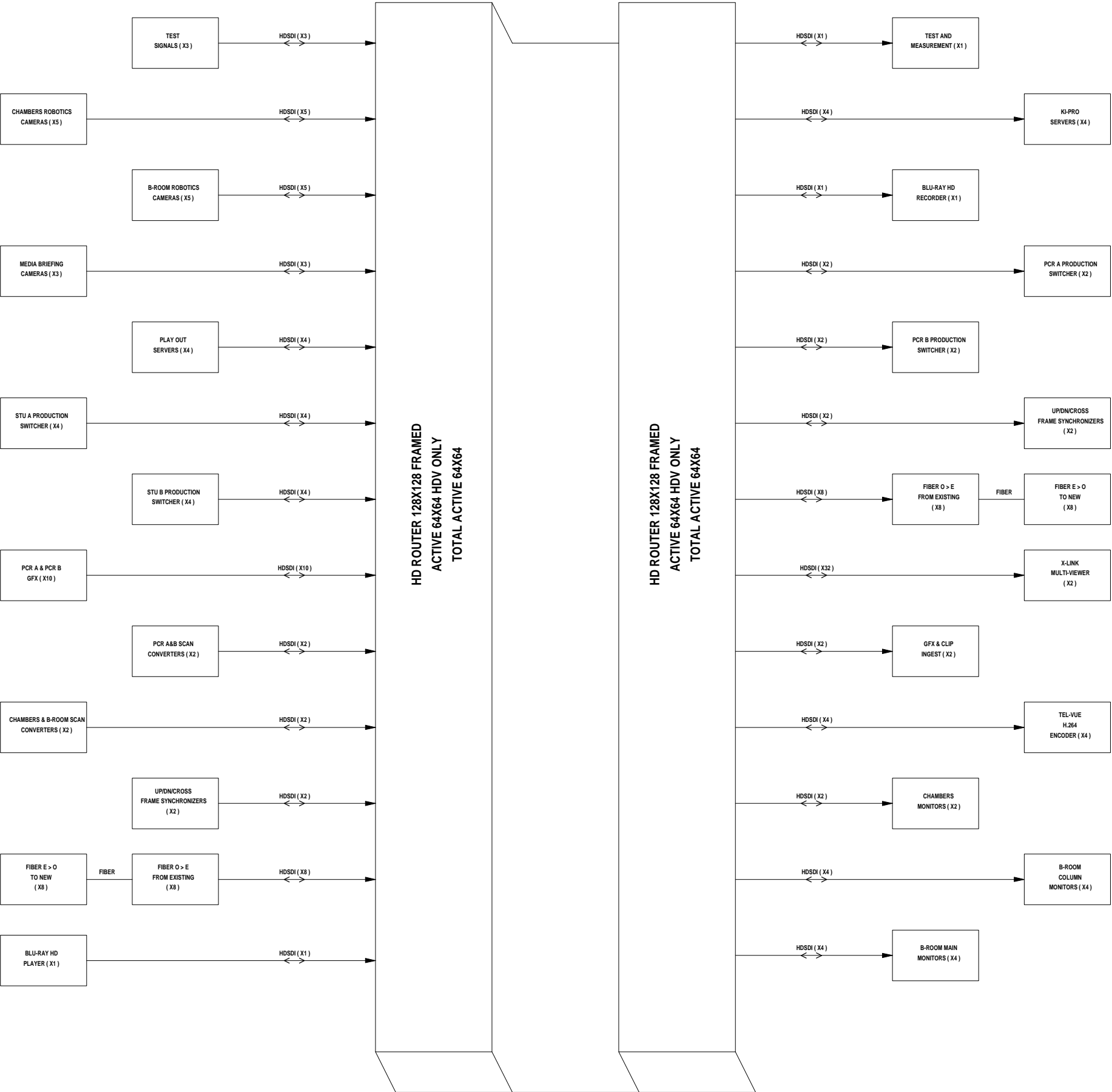
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ROUTER

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2 of 11



ASSUMPTIONS:
ALL SOURCES HIT INPUT PATCHING TO DISTRIBUTION
HDDA'S. HDDA'S FEED ROUTER AND PRODUCTION
SWITCHERS
DISTRIBUTION HDDA'S HIT PATCH BEFORE
ENTERING ROUTER AND PRODUCTION SWITCHER



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Municipal Plaza Rebuild

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name:

01 HI LEVEL CONCEPT

description:

HI LEVEL SYSTEM
OVERVIEW
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type:

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date:

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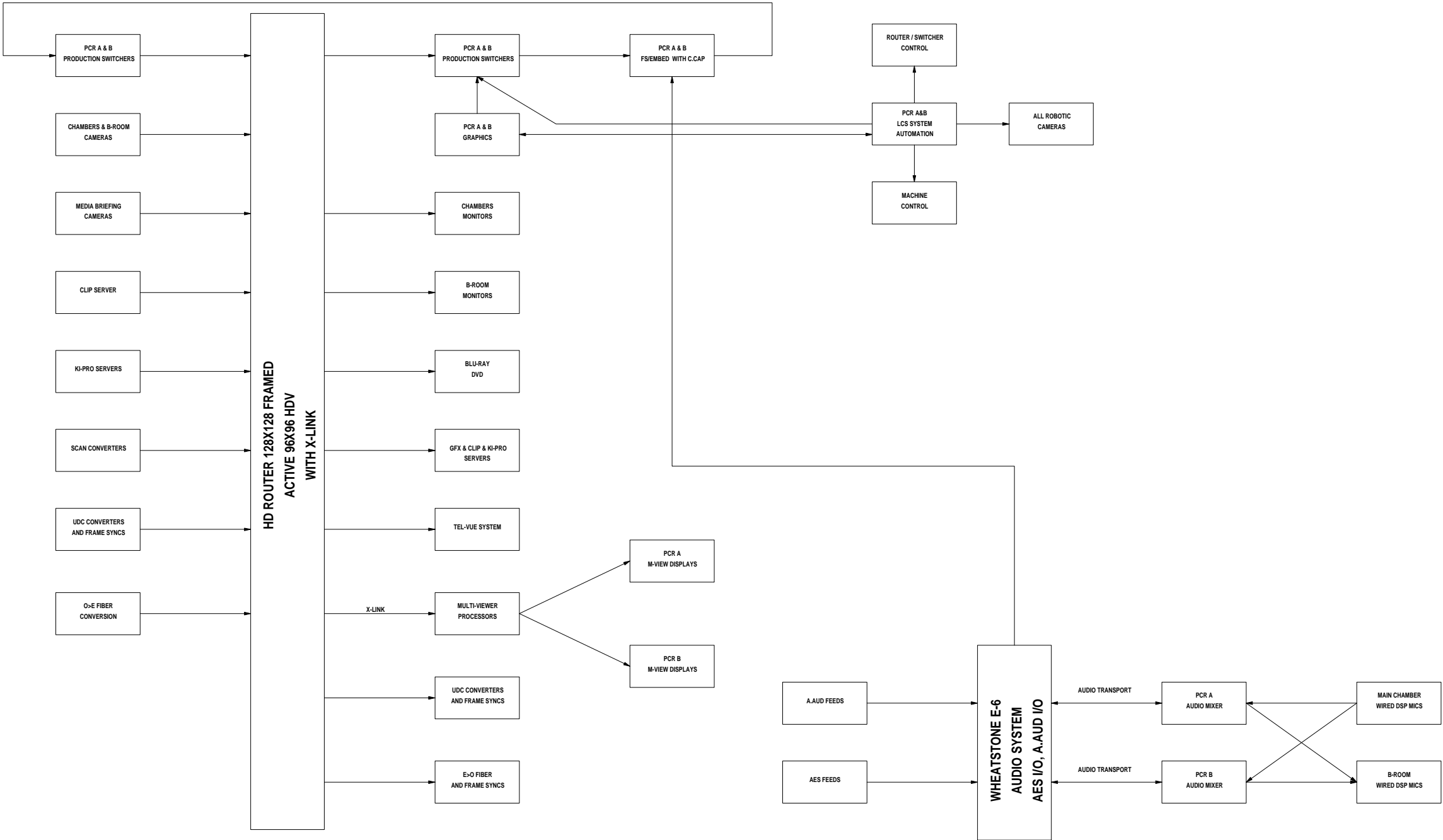
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SYSTEM

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1 of 11



**INTERLOCAL AGREEMENT BETWEEN CITY OF SAN ANTONIO, TEXAS,
AND THE SAN ANTONIO RIVER AUTHORITY TO COMPLETE ELMENDORF
LAKE PARK IMPROVEMENTS AND LINEAR CREEKWAY TRAIL PROJECTS
ADJACENT TO THE WESTSIDE CREEKS**

AMENDMENT NO. 2

This Amendment No. 2 (“Amendment”) to Interlocal Agreement is by and between the City of San Antonio, a Texas Municipal Corporation, (“**CITY**”), acting by and through its City Manager or her designee, and the San Antonio River Authority (“**SARA**”)

WHEREAS, the **CITY** has contracted with **SARA** for the development of the hike and bike trails to complement the Westside Creeks Restoration Project and the planned improvements to the Elmendorf Lake Park, and **SARA** will serve as the project manager to coordinate improvement of Linear Creekway Trail Projects; and

WHEREAS, the San Antonio River Foundation proposes to develop a 3-acre tract of land located at 310 W. Mitchell Street, near the convergence of the San Antonio River and San Pedro Creek identified as Confluence Park and an advisory committee was established to provide guidance for the park’s development, with **SARA** serving as the committee manager for the development of Confluence Park; and

WHEREAS, **SARA**’s involvement and leadership will ensure that the development of Confluence Park is consistent with the overall Westside Creeks Restoration Project plans; and

WHEREAS, the **CITY** and **SARA** have agreed to include funding for the development of Confluence Park, and the River Foundation is committed to transform Confluence Park into a destination for learning and recreation that inspires visitors while teaching environmental science and sustainability; and

WHEREAS, as part of **CITY**’s FY2016 adopted budget, \$1,000,000 was appropriated from the 2010 Parks Acquisitions & Development Fund to be used towards funding parking and lighting improvements at Confluence Park and \$750,000 was appropriated from Tree Mitigation and Tree Canopy funds for planting and installation of trees at Confluence Park and \$295,000 was appropriated from the Parks and Recreation General Funds operating budget for renovations at Elmendorf Park; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth below, **CITY** and **SARA** agree as follows.

1. **Article III. “SCOPE OF THE PROJECT”** is modified as follows:

Article III is hereby amended as follows:

“1) The Bond Project (“**BOND PROJECT**”), which includes work for the Elmendorf Lake area funded through 2012 Bond funds (\$2.25M for Elmendorf Park improvements and \$1.5M for Elmendorf Lake area drainage and Flood Control work) and \$1.5M from the **CITY**’s Regional Storm Water Fund for Elmendorf Lake area improvements to be used for allowable expenses, and 2) the Proposition 2 Project (**PROPOSITION 2**

PROJECT”), which includes work funded through the voter-approved Proposition 2 (\$11,366,980, which is comprised of \$10,116,980 for linear hike and bike trails adjacent to the Westside Creeks Restoration Project, including in Elmendorf Lake Park, \$1,000,000 for the design and construction of a parking lot and lighting at Confluence Park; and \$250,000 for landscape architecture, water conservation and design fees at Confluence Park), and 3) the Tree planting Project (TREE PLANTING PROJECT”) which includes \$750,000 from Tree Mitigation Funds for the installation of trees at Confluence Park, and 4) The Elmendorf Park Renovation Project (ELMENDORF PARK RENOVATION PROJECT) which includes \$295,000 for Elmendorf Park renovations from the Parks and Recreation General Fund operating budget to be used for allowable expenses, all of which are collectively referred to as the PROJECTS. The PROJECTS will encompass the design and construction of Elmendorf Lake Park improvements and drainage and flood control improvements, linear hike and bike trails, and other related improvements along the Westside Creeks and the architecture and conservation improvements to Confluence Park. It is the intent of the PARTIES that the PROJECTS will result in the construction of park improvements, drainage and flood control improvements and paved hike and bike trails adjacent to sections of the Alazan, Apache, Martinez and San Pedro Creeks.”

2. **Article VI. “FUNDING”** is modified as follows:

Section A. “CITY FUNDING” the first sentence is hereby amended as follows:

“**CITY** has established PROJECT funding (“**CITY FUNDING**”) of \$5,250,000 for the BOND PROJECT, \$11,366,980 for the PROPOSITION 2 PROJECT, \$750,000 for the TREE PLANTING PROJECT and \$295,000 for the ELMENDORF PARK RENOVATION PROJECT to be utilized for all costs associated with the design and construction of the PROJECTS, including **RIVER AUTHORITY** project management fees.”

All other terms of the original Agreement shall stand as otherwise stated.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the _____ day of _____, 2015.

CITY
City of San Antonio, a Texas Municipal Corporation

SARA
San Antonio River Authority

Sheryl Sculley, City Manager

Suzanne B. Scott, General Manager

Approved as to Form:

Approved as to Form:

City Attorney

General Counsel

**AMENDMENT NINE
TO AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND SAN ANTONIO BIKE SHARE
FOR BIKE SHARE/RENTAL AND BIKE TOURS PROGRAM**

The City of San Antonio, a Texas Municipal Corporation ("CITY") presently contracts with San Antonio Bike Share ("BIKE SHARE"), for services for the Bike Share/Rental and Bike Tours Program, pursuant to an Agreement ("AGREEMENT") approved by City Council June 17, 2010, through City Council Ordinance No. 2010-06-17-0563, for an amount not to exceed \$841,579.00.

On June 23, 2011, Ordinance No. 2011-06-23-0583 approved Amendment One which included an increase of an additional \$403,522.00 in grant funds. Amendment Two was approved by Ordinance No. 2012-01-19-0033 which included an increase of \$15,645.00 in grant funds. Amendment Three was approved by Ordinance No. 2012-06-14-0434 and included an increase of \$27,000.00 in grant funds. Amendment Four, authorized by Ordinance No. 2011-05-05-0349, included an increase of up to \$324,000.00 in grant funds. Amendment Five, authorized by Ordinance No. 2012-12-06-0930 and signed January 15, 2013, added an additional \$1,050,000.00 in grant funds. Amendment Six authorized by Ordinance No. 2012-09-20-0738, included an increase of up to \$295,774.00 in grant funds for a current total compensation amount not to exceed \$2,957,520.00. Amendment Seven, authorized by Ordinance 2013-12-05-0874, extended the term of the Agreement for two years to December 31, 2015; authorized an increase of up to \$934,779.00 in funds from the TxDOT TEP Grant and an amount up to \$233,695.00 from the COSA Energy Efficiency Fund, for an additional compensation amount not to exceed \$1,168,474.00; and modified various administrative requirements in the Agreement. Amendment Eight, approved in the midyear budget adjustment Ordinance 2015-05-14-0414, provide additional direct funding in the amount of \$23,983.00 for operations and personnel, in-kind support of \$97,517.00 to fund an executive director for one year and to help develop a business plan, and adjustments to the governance and organization structure of Bike Share, for a current total compensation amount not to exceed \$4,247,494.00.

This Amendment Nine of the AGREEMENT ("AMENDMENT NINE"), authorized by City Council Ordinance, 2015-09-10-_____, will provide Bike Share an additional amount of \$35,308.00 in direct operational support as a part of the approved FY2016 City Budget and will establish a fundraising challenge match program.

The City Manager, or her designee, will establish the "B-Cycle Challenge Fund Raising Match Program" (the "Match Program") to which the City will contribute up to \$25,000.00, as appropriated in the FY2016 Budget. The Chief Sustainability Officer, Office of Sustainability, shall administer the Match Program. Beginning October 1, 2015, to September 30, 2016, the City will match, on a dollar for dollar basis, donations for operations or capital investment purposes raised by Bike Share from contributions from individuals, corporations or businesses, up to a maximum of \$25,000.00 in City funds. In-kind contributions and any contributions from other governmental entities or non-profit organizations will not be subject to the City match. If they elect to participate, the City is authorized to accept and manage any funds contributed by

VIA Metropolitan Transit Authority, the San Antonio River Authority, or any other governmental entity, up to a maximum of \$100,000.00 in total contributions from all sources. Bike Share shall submit documentation, in such form and detail as required by the City, to the City on a quarterly basis (by December 31, 2015; March 31, 2016; June 30, 2016; September 30, 2016) to verify qualified contributions to the Match Program. The City shall disperse matching funds to Bike Share, after verification of the qualified contributions, up to the maximum City contribution of \$25,000.00, and the City shall disperse matching funds from any other governmental organizations that elect to participate with the City in the Match Program, up to the maximum amount of \$100,000.00. If any matching funds remain at the end of FY2016, the funds shall be retained by the City.

This AMENDMENT NINE is entered into by and between the CITY, acting by and through its designated representative, and BIKE SHARE.

6. This AMENDMENT NINE to the AGREEMENT shall not prejudice any present or future rights, remedies, benefits, or powers belonging to or accruing to CITY under the terms of the AGREEMENT herein amended.

7. Except as provided otherwise herein, the AGREEMENT shall remain unaffected, unchanged, and unimpaired by reason of the foregoing AMENDMENT NINE.

AMENDMENT AGREED TO this _____ of September, 2015.

CITY OF SAN ANTONIO, A TEXAS
MUNICIPAL CORPORATION

SAN ANTONIO BIKE SHARE

By _____

By _____

Title

Title

APPROVED AS TO FORM

Martha G. Sepeda
Acting City Attorney

By: Assistant City Attorney

STATE OF TEXAS	§	FUNDING AGREEMENT
	§	FOR ECONOMIC DEVELOPMENT
COUNTY OF BEXAR	§	ACTIVITIES

This Funding Agreement For Economic Development Activities (this “Agreement”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as “City”) acting by and through its City Manager and the San Antonio Economic Development Corporation by and through its Executive Director (hereinafter referred to as “SAEDC”), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“SAEDC” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the acting director of City’s Economic Development Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the Term of this Agreement shall commence on October 1, 2015 and terminate on September 30, 2016.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 SAEDC agrees to provide the services described in this Article III, entitled “Scope of Services” in exchange for the compensation described in Article IV, entitled “Compensation.”

3.02 In addition to those tasks identified in SAEDC’s FY2016 Annual Budget (Exhibit A), GRANTEE shall collaborate with the City and other community economic

development partners in focusing on the achievement of the following goals during the Term of this Agreement:

- A. GRANTEE shall serve as a resource for local economic developers, including the CITY's Economic Development Department (EDD), in identifying opportunities for assisting startup companies in the City's targeted industries.
- B. GRANTEE shall work with local industry leaders to identify San Antonio's competitive strengths and collaborate with organize industry leadership to identify and execute key strategic activities towards the advancement of these strengths.
- C. GRANTEE shall coordinate with SA2020, as requested by the City's EDD, towards progress of the SA2020 Vision Goals in the cause area of Economic Competitiveness.
- D. GRANTEE shall work with the San Antonio Economic Development Foundation, as requested by the City's EDD, toward implementation of the Forward San Antonio Strategic Plan.
- E. GRANTEE shall assist the City's EDD in helping to secure targeted industry prospects, jobs, and investment to locate, expand or initiate economic development projects in San Antonio
- F. GRANTEE shall work in conjunction with partners such as The Texas Research and Technology Foundation, BioMed SA, the San Antonio Tech Bloc and local universities towards the development of an ecosystem to support startup companies in the City's targeted industries.
- G. GRANTEE shall assist the City EDD and other community partners in developing and supporting recruitment strategies and tools to attract world-class scientists, physicians and research teams to San Antonio.
- J. GRANTEE shall use its relationships with local economic development partners and private sector companies to organize company visits for the economic development community's business retention and expansion team and facilitate dialogue about business challenges and opportunities.
- K. GRANTEE shall work with the Convention and Visitor's Bureau and tourism industry as requested to attract new targeted industry conventions to San Antonio and expose attendees to the CITY's targeted industries while they are here.

3.2 All work performed by SAEDC hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by SAEDC, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in

part, should SAEDC's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO SAEDC

4.1 In consideration of SAEDC'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 SAEDC an amount not to exceed TWO HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$200,000.00) as total compensation, to be paid to SAEDC upon execution of this Agreement and the SAEDC providing evidence of the SAEDC Board and the City Council approving the SAEDC FY 2016 Budget.

4.2 No additional fees or expenses of SAEDC shall be charged by SAEDC nor be payable by City. The parties hereby agree that all compensable expenses of SAEDC have been provided for in the total payment to SAEDC as specified in section 4.1 above. Total payments to SAEDC cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services performed at the request of the City require written approval by City. The approval official shall be Director. City shall not be obligated or liable under this Agreement to any party, other than SAEDC, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by SAEDC for the City at the request of the Director pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by SAEDC.

5.2 SAEDC understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 SAEDC and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by

City and any of its authorized representatives.

6.2 SAEDC shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, SAEDC shall retain the records until the resolution of such litigation or other such questions. SAEDC acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require SAEDC to return said documents to City prior to or at the conclusion of said retention.

6.3 SAEDC shall notify City, immediately, in the event SAEDC receives any requests for information from a third party, which pertain to the documentation and records referenced herein. SAEDC understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon THIRTY (30) calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should SAEDC default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. SAEDC shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If SAEDC fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another SAEDC to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a

new SAEDC against SAEDC's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 RESERVED.

7.4.2 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, SAEDC shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by SAEDC, or provided to SAEDC, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by SAEDC in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at SAEDC's sole cost and expense. Payment of compensation due or to become due to SAEDC is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, SAEDC shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by SAEDC to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by SAEDC of any and all right or claims to collect moneys that SAEDC may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, SAEDC shall cease all operations of work being performed by SAEDC or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue SAEDC for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Director
Economic Development Dept.
P.O. Box 839966
San Antonio, TX 78283

If intended for SAEDC, to:

SAEDC
Attn: Ed Davis
P.O. Box 839966
San Antonio, TX 78283

IX. RESERVED

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, SAEDC shall furnish an original completed Certificate(s) of Insurance to the City's Economic Development Office and City Clerk's Office, and which shall be clearly labeled "SAEDC – Annual Funding" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's Economic Development Department and the Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or

circumstances surrounding this Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

10.3 A SAEDC's financial integrity is of interest to the City; therefore, subject to SAEDC's right to maintain reasonable deductibles in such amounts as are approved by the City, SAEDC shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SAEDC's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

SAEDC SHALL BE INSURED TO THE EXTENT REQUIRED BY STATE LAW

10.4 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). SAEDC shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section 10.6 herein within 10 days of the requested change. SAEDC shall pay any costs incurred resulting from said changes.

10.5 SAEDC agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

10.6 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, SAEDC shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if SAEDC knows of said change in advance, or ten (10) days notice after the change, if the SAEDC did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio
 Economic Development Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

City of San Antonio
 City Clerk's Office
 P.O. Box 839966
 San Antonio, Texas 78283-3966

10.7 If SAEDC fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of SAEDC to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon SAEDC's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order SAEDC to stop work hereunder, and/or withhold any payment(s) which become due to SAEDC hereunder until SAEDC demonstrates compliance with the requirements hereof.

10.8 Nothing herein contained shall be construed as limiting in any way the extent to which SAEDC may be held responsible for payments of damages to persons or property resulting from SAEDC's or its subcontractors' performance of the work covered under this Agreement.

10.9 It is agreed that SAEDC's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

XI. RESERVED

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 SAEDC shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of SAEDC. SAEDC, its employees or its subcontractors shall perform all necessary work.

12.2 RESERVED.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SAEDC. City shall in no event be obligated to any third party, including any subcontractor of SAEDC, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, SAEDC may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, SAEDC shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor SAEDC, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should SAEDC assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of SAEDC shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by SAEDC shall in no event release SAEDC from any obligation under the terms of this Agreement, nor shall it relieve or release SAEDC from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

SAEDC covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that SAEDC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and SAEDCs; that the doctrine of respondent superior shall not apply as between City and SAEDC, its officers, agents, employees, contractors, subcontractors and SAEDCs, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and SAEDC. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the SAEDC under this Agreement and that the SAEDC has no authority to bind the City.

XIV. RESERVED

XV. CONFLICT OF INTEREST

15.1 SAEDC acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or

spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, SAEDC warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. SAEDC further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and SAEDC, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. RESERVED

XIX. COMPLIANCE

SAEDC shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the

same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT 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.

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

The signer of this Agreement for SAEDC represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of SAEDC and to bind SAEDC to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A : SAEDC FY2016 ANNUAL BUDGET

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

Signatures appear on next page.

EXECUTED and **AGREED** to this the _____ day of _____, 2015.

CITY:

SAEDC:

Lori Houston
Assistant City Manager

Ed Davis
Executive Director

ATTEST:

City Clerk

Approved as to Form:

City Attorney

SECOND AMENDMENT TO SERVICES CONTRACT WITH TEXAS A&M UNIVERSITY - SAN ANTONIO

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this Second Amendment to the Services Contract with Texas A&M University - San Antonio ("Second Amendment") is entered into by the City of San Antonio, a Texas Municipal corporation ("City"), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. 2015-09-10-____, passed and approved on September 10, 2015, and Texas A&M University - San Antonio ("Contractor") acting by and through its duly authorized designated officer.

A. City and Contractor entered into the Services Contract ("Contract") pursuant to City of San Antonio Ordinance No. 2012-08-30-0645, dated August 30, 2012, which was amended by the First Amendment to the Services Contract pursuant to Ordinance No. 2013-08-01-0502, dated August 1, 2013.

B. City and Contractor agree to amend the Contract as follows:

1. Section 2.1 is amended to reflect a termination date of September 30, 2018.
2. Section 3.1 shall be deleted in its entirety and replaced with the following:

"In consideration and in accordance with the terms of the Lease, City will directly pay the following expenses each year of this Contract:

(A) Annual Operational Support	\$ 150,000.00	For building expenses ¹ , including but not limited to janitorial, security, trash services, utilities, landscaping, signage, advertising, minor repairs ² ("Services") and Programming Support
(B) Annual Programming Support	\$150,000.00	For exhibit and curatorial ³ costs ("Programming")

¹ Services other than those specifically enumerated in this Contract shall be paid in the sole discretion of City and are limited to those expenses directly associated with the day-to-day building operations of the Facility. City will provide Services to the standard City deems appropriate. If Contractor is dissatisfied with the level of Services provided by City, Contractor's sole remedy is to supplement such Services at Contractor's cost. "Services," as used herein, do not include "Capital Items" as defined in the Lease. Capital Items shall solely be the responsibility of City and shall not come out of the Annual Operational Support.

² These are non-structural repairs essential for the continued operation of the Facility, including but not limited to electrical, HVAC, elevator and plumbing. The determination of whether or not such a repair is required shall be made solely by City.

³ City will enter and manage contracts for exhibits during the term of this Contract for an annual amount not to exceed \$150,000.00. City will coordinate with Contractor on such Programming. Contractor shall book additional exhibits at its own expense, subject to the dates previously scheduled for City Programming."

3. Section 3.6 shall be added as follows:

“Contractor shall provide City with a programming plan (“Programming Plan”) for each year of this Agreement. Contractor shall no later than June 1 for the coming fiscal year (October 1-September 30), except that the Programming Plan for Fiscal Year 2016 shall be provided no later than October 1, 2015. Programming Plans shall be attached to the Contract as **Exhibit B** and incorporated for all purposes upon submission. Failure to provide the Programming Plan or the services set forth in the Programming Plan may be grounds for termination under Section 13.1 of the Contract. City shall only pay for Programming that it determines is eligible for payment from the Hotel Occupancy Tax Fund.”

4. Section 3.7 shall be added as follows:

“City and Contractor agree to the performance measures set forth in the Programming Plan. Contractor shall provide City with quarterly progress reports (“Progress Reports”), or as often as requested by City, detailing the status of such performance measures, beginning on January 1, 2015. Failure to provide such Progress Reports or to comply with the performance measures may be grounds for termination under Section 13.1 of the Contract.”

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

EXECUTED AND SIGNED this _____ day of _____, 2015.

CITY OF SAN ANTONIO:

TEXAS A&M UNIVERSITY-SAN ANTONIO

Sheryl Sculley
City Manager

Cynthia Teniente-Matson
President

ATTEST:

RECOMMENDED APPROVAL:

City Clerk

Darrell R. Morrison
Vice President for Finance and
Administration

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Gina M. Joseph
Assistant General Counsel
The Texas A&M University System

**FIRST AMENDMENT TO MUSEO ALAMEDA LEASE
WITH TEXAS A&M UNIVERSITY - SAN ANTONIO**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this First Amendment to the Lease with Texas A&M University - San Antonio ("First Amendment") is entered into by the City of San Antonio, a Texas Municipal corporation ("Landlord"), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. 2015-09-10-____, passed and approved on September 10, 2015, and Texas A&M University - San Antonio ("Tenant") acting by and through its duly authorized designated officer.

A. Landlord and Tenant entered into the Museo Alameda Lease ("Lease") pursuant to City of San Antonio Ordinance No. 2012-08-30-0645, dated August 30, 2012.

B. Landlord and Tenant agree to amend the Lease as follows:

1. Articles 1 and 4 and Section 14.01 are amended to reflect that the term shall expire September 30, 2018.
2. Section 3.02 is be deleted in its entirety.
3. Article 5 is deleted in its entirety and replaced with the following:

"The Premises shall used as a museum/gallery/exhibit space for the purposes set forth in Tenant's Programming Plan ("Permitted Uses"), which is attached and incorporated into the Services Agreement between the Parties and shall be incorporated into the Lease as if set forth therein. Additionally, Tenant may permit use as an auditorium or assembly hall and for receptions. Tenant may also use the Premises for activities incidental to all the above purposes."

4. Section 10.01 is deleted in its entirety and replaced with the following:

"Landlord and Tenant each must repair, maintain, and replace, if necessary, any Premises component allocated to it in the table below. For all items listed in the table below for which Landlord has responsibility in this Section 10.01, there shall be an annual maximum cap for Landlord expenses of \$150,000.00. If Landlord expenses exceed \$150,000.00 in any fiscal year (October 1-September 30) under the Lease, Landlord shall invoice Tenant for the overage, and Tenant shall be responsible to remit payment for such invoices from Landlord.

<i>Item</i>	<i>Tenant Responsibility</i>	<i>Landlord Responsibility</i>
Janitorial Services to Premises	No	Yes
Utility Services	No	Yes
Common Area Expenses	No	Yes
Light bulbs, tubes, and ballasts	Yes	No
Security services	No	Yes
Minor Repairs/Maintenance to Premises	No	Yes"

5. Section 10.02 is deleted in its entirety.

6. Section 10.04 is deleted in its entirety and replaced with the following:

"Tenant must use Landlord's trash disposal service and may not place a dumpster or other trash receptacle on the Premises."

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

EXECUTED AND SIGNED this _____ day of _____, 2015.

LANDLORD
CITY OF SAN ANTONIO:

TENANT
TEXAS A&M UNIVERSITY-SAN ANTONIO

Sheryl Sculley
City Manager

Cynthia Teniente-Matson
President

ATTEST:

RECOMMENDED APPROVAL:

City Clerk

Darrell R. Morrison
Vice President for Finance and
Administration

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Gina M. Joseph
Assistant General Counsel
The Texas A&M University System

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

**FUNDING AGREEMENT – YMCA OF GREATER
 SAN ANTONIO**

This Agreement (“Agreement”) is hereby made and entered into by and between the City of San Antonio ("City"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, 2015 and the YMCA of Greater San Antonio ("Grantee"), a Texas non-profit corporation, acting by and through its officers, hereto duly authorized.

WITNESSETH:

WHEREAS, Grantee is a Texas non-profit organization with the purpose to promote youth development, healthy living and social responsibility programs, and to strengthen and engage youth and families; and

WHEREAS, on September 3, 1987, City Council authorized a Lease Agreement with Grantee for the development and use of 51.267 acres within O.P. Schnabel Park (“Park”) in Council District 8 for fifty (50) years for the purpose of activating public parkland to facilitate the use of parks for recreational and athletic activities by the citizens of San Antonio; and

WHEREAS, since 1987 Grantee has made significant capital improvements to the Park which include multi-purpose athletic fields for football, baseball and soccer, to offer community recreational programs at the Park; and

WHEREAS, in 2008 Grantee opened the Braundera Family full-service YMCA branch at the Park to serve the northwest community of San Antonio, to include a water park, pool, splash pad, rock climbing wall, family fitness classes, walking trails, nature study areas and programs for Youth Leadership Development Centers for teens during non-school hours; and

WHEREAS, as part of City’s FY2016 adopted budget, \$250,000 was appropriated for one (1) year to be used towards funding the purchase of materials and installation of a new synthetic field surface within the YMCA’s Leased Premises at the Park, hereafter known as (“Project”); and

NOW THEREFORE, the parties hereto (“Parties”) severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.01 This Agreement shall commence upon execution of the Agreement by the City Manager or her designee and shall terminate upon completion of the Project, or on September

30, 2016, whichever occurs first. The term may be extended subject to approval of the Parks and Recreation Director.

II. GENERAL RESPONSIBILITIES

2.01 Provided Grantee receives the funding described in this Agreement, Grantee hereby accepts full responsibility for the performance of all services and activities described in this Agreement to complete the Project by September 30, 2016. The funds provided for the Project under this Agreement shall only be used for the purchase of materials and installation of a new synthetic field surface within the YMCA's Leased Premises located at O.P. Schnabel Park.

2.02 Grantee shall provide all necessary funding for the Project beyond the City's commitment contained herein and provide evidence to City that all Project funds have been secured. In the event the scope of this Project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly.

2.03 Unless written notification by Grantee to the contrary is received and approved by City, Grantee's President / CEO shall be Grantee's designated representative responsible for the administration of this Agreement on behalf of Grantee.

2.04 The Parks and Recreation Director ("Director") or his designee, is responsible for the administration of this Agreement on behalf of City.

2.05 Communications between City and Grantee shall be directed to the designated representatives of each as set forth in Sections 2.03 and 2.04 hereinabove.

2.06 Grantee shall provide to City their plans and specifications ("Plans") for the Project and such Plans shall be subject to the review and written approval of City, acting in its capacity as grantor under this agreement. After approval by City, Grantee shall not make any substantial changes to the Plans without the proper written approval of City. The approvals given in this Section do not relieve Grantee of the burden of obtaining all necessary federal, state and local permissions, approvals and permits for all improvements which take into consideration the historical, cultural resource, drainage and other aspects of the project site, including but not limited to the Texas Historical Commission, City's Historic Preservation Office and Historic Design and Review Commission, and compliance with the Americans with Disabilities Act.

2.07 Grantee shall be responsible for assessing and addressing all archeological and environmental issues related to the Project. Grantee shall prepare and submit archeological and environmental reports to City in accordance with federal, state and local requirements. Grantee shall coordinate with City to determine which environmental impacts require assessment and coordination with regulatory agencies.

2.08 Grantee shall submit all future changes to Director or his designee for review and approval to ensure their compatibility with the approved Plans.

2.09 City shall have the authority to inspect the Project throughout the construction process to ensure compliance with the Plans and to request copies of construction inspections

performed by Grantee and third parties. Grantee shall cause its design professional to provide periodic certifications of construction certifying that construction has been conducted in compliance with the Plans. Grantee shall submit said certification to the Director or his designee at the completion of the Project construction. City shall have the right to withhold funding until such certifications are provided.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.01 Grantee agrees to manage and implement all portions of the planned Project at O.P. Schnabel Park.

3.02 Grantee warrants and represents that it will comply with all federal, state and local laws and regulations applicable to Grantee, and to Grantee's use of City Funds, and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work on the Project.

3.03 To the extent applicable, Grantee agrees to abide by the following laws in its expenditures of City Funds:

- (A) Chapter 252 of the Texas Local Government Code, or other competitive contracting processes allowed for as express exceptions to Chapter 252.
- (B) Government Code provisions regarding performance and payment bonds on certain Public Works contracts (copies of required bonds must be provided to City prior to the start of construction).
- (C) Government Code chapter 2258 and Ordinance No. 71312 regarding Prevailing Wage Rate regulations required for certain Public Works Contracts, including ensuring that is construction contractor shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid to all workmen. City has the right to audit certified payroll records as necessary in accordance with this Agreement. Upon audit of the records and certified payrolls under this section, should the City or its auditors find any violations, Grantee shall cause its contractor to forfeit as a penalty to the City \$60.00 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any subcontractor. The establishment of prevailing wage rates in accordance with Chapter 2258, Texas Government Code shall not be construed to relieve Grantee from its obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under this Agreement.
- (D) City of San Antonio Small Business Economic Development Advocacy Program Small/Minority and Woman Owned Business Terms and Conditions are attached hereto as Exhibit A.

3.04 Plans must conform to Americans with Disabilities Act requirements and must be approved by the Texas Department of Licensing and Regulation before construction may begin. Inspections and final approval shall be the responsibility of Grantee.

IV. OWNERSHIP, USE OPERATIONS

4.01 City hereby acknowledges that it is the fee simple owner of O.P. Schnabel Park, located at 9606 Bandera Road, San Antonio Texas, the tract of land on which Grantee intends to construct the Project, and will continue to be the fee simple owner during the term of this Agreement. Grantee shall not encumber the property where the Project is built without prior written approval of City.

4.02 Grantee hereby acknowledges that it will construct the Project in a manner consistent with use by the general public. Grantee hereby agrees that the operating hours of the facility will facilitate frequent use by the general public and that the scheduling of use, rules and regulations, and other operational practices will not unreasonably limit access by the general public to use and enjoy the Project Improvements. Further, grantee shall not employ, nor allow others to employ, discriminatory practices in the use of the Project Improvements. Except for special events, no admission fees shall be charged to the general public for the use of the Project facility. Grantee hereby agrees that the programs and use described above will continue for the term of this Agreement.

4.03 Grantee shall be responsible for the operation of the Project facility and associated costs will be the responsibility of Grantee.

4.04 The Project Improvements shall be used for the benefit of the public throughout use of the Project during the entire term of the Lease. Grantee may charge reasonable and customary fees for the rental of the outdoor public gathering venue for special events. Grantee shall be required to obtain approval from City, through its Director of the Parks and Recreation Department, for establishment and increase of rental fees.

V. FUNDING AND ASSISTANCE BY CITY

5.01 In consideration of Grantee's performance of all services and activities set forth in this Agreement, City agrees to reimburse Grantee for all Eligible Expenses incurred hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by City shall not exceed \$250,000.00.

5.02 City shall not be obligated nor liable under this Agreement to any party, other than Grantee, for payment of any monies or provision of any goods or services.

5.03 Funding shall consist of reimbursements paid to Grantee for construction and installation costs of the Project, not to exceed \$250,000. City's Parks and Recreation Department Director shall have the authority to approve funding advances to Grantee, upon request, for mobilization and other approved Project expenses.

5.04 It is expressly understood and agreed by City and Grantee that this Agreement in no way obligates additional City funding or credits of City.

**VI. RECEIPT, DISBURSEMENT AND ACCOUNT
OF FUNDS BY GRANTEE**

6.01 Grantee agrees to maintain identifiable records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. Grantee further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and
- (B) That Grantee's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

6.02 Grantee agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials ("Records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years from the completion of the Project. Records will be retained by Grantee in an electronic format and Grantee will forward the records to City at the end of the four-year period.

6.03 Grantee understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this Agreement and further agrees that all checks and withdrawals from such account shall have itemized documentation in support of the use of such City funds.

6.04 City shall reimburse Grantee on a monthly basis upon receipt and approval of an invoice. Invoices should include all supporting documentation that costs have been incurred, as required by City.

6.05 In order to be reimbursed for Eligible Expenses, Grantee shall submit to City a report indicating the amount of funds expended, the payee, the date paid, the purpose of the payment, and provide supporting documentation, in such detail as City may request, including but not necessarily limited to, a copy of the paid invoice(s). Prior to reimbursement, City will have the right to inspect work completed to ensure conformance with the approved Plans.

6.06 City agrees to provide Grantee written notice regarding any expenditure the City reasonably determines to be outside the permissible parameters of this Agreement. Grantee shall have thirty (30) days from receipt of such notice to cure the deficiency or, in the event that payment has been made to Grantee, refund to the City those funds, determined to:

- (A) Have not been spent by Grantee strictly in accordance with the terms of this Agreement; or
- (B) Not be supported by adequate documentation to fully justify the expenditure.

6.07 Unless City has questions concerning an expenditure by Grantee, City agrees to provide payment to Grantee within thirty (30) working days of receipt of a request for reimbursement or completed invoice as defined above.

6.08 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in Section 6 as a result of any auditing or monitoring by City, Grantee shall refund such amount to City within thirty (30) calendar days of City's written request therefore wherein the amount disallowed or disapproved shall be specified.

VII. ALLOWABLE EXPENDITURES

7.01 Upon preparation of a construction plan and budget by Grantee, Grantee shall submit said budget to city for approval of any costs to be paid from funds received hereunder. Costs shall be considered allowable only if so approved in Grantee's construction budget, or otherwise approved in advance by City in writing, and incurred directly and specifically in the performance of and in compliance with this Agreement and with all local, state and federal laws; regulations and ordinances affecting Grantee's operations hereunder. Only the following categories of costs shall be considered allowable:

- (A) Construction contract
- (B) Construction contingencies

Expenditures of the funds provided under this Agreement shall only be allowed if uncured directly and specifically in the performance of and in compliance with this Agreement and all applicable local, state and federal laws, regulations and / or ordinances.

7.02 The following shall not be considered Eligible Expenses under this Agreement:

- (A) Personnel costs, salaries or wages paid directly by Grantee or other similarly affiliated organization except as allowed by 7.01 above
- (B) Travel or mileage and travel-related expenses
- (C) Costs or fees for consultant and / or professional services, including design costs, except for those directly related to the Project subject to City approval
- (D) Costs or fees associated with attendance at meetings, seminars, or conferences
- (E) Costs or fees associated with regular maintenance and operation
- (F) Fundraising
- (G) Equipment and Furnishings, unless provided by Grantee's General Contractor and shown on the approved Plans
- (H) Advertising

7.03 Written requests for prior approval shall be grantee's responsibility and shall be made thirty (30) days from date necessary to permit a thorough review by City. Procurements and/or purchases which must be approved pursuant to the terms of this Agreement shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

VIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01 Grantee further represents and warrants that as of the date hereof:

- (A) All information, data or reports heretofore or hereafter provided to City is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to City.
- (B) It is financially stable and capable of fulfilling its obligations under this Agreement and that Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely affect its obligations hereunder.
- (C) No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

IX. ACCESSIBILITY OF RECORDS

9.01 At any time during normal business hours and as often as City may deem necessary, upon three (3) days written notice, Grantee shall make all of its records pertaining to this Agreement available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

9.02 Grantee agrees and represents that it will cooperate with City, at no charge to the City, to satisfy, to the extent required by law, any and all requests for information received by City under the Texas Public Information Act or related laws pertaining to this Agreement.

X. MONITORING AND EVALUATION

10.01 Grantee agrees that City may carry out reasonable monitoring and evaluation activities, and Grantee shall provide reasonable access to City for such activities, so as to ensure compliance by Grantee with this Agreement and with all other laws, regulations and ordinances related to the performance hereof.

XI. INDEMNIFICATION

11.01 Grantee covenants and agrees to **FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Grantee's activities under this Agreement, including any acts or omissions of Grantee, any agent, officer, director, representative, employee, or Grantee consultant or subcontractor of Grantee, and their

respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

11.02 The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Grantee shall advise the City in writing within 24 hours of any claim or demand against the City or Grantee known to Grantee related to or arising out of Grantee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Grantee's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Grantee of any of its obligations under this paragraph.

XII. INSURANCE

12.01 Grantee agrees to obtain all insurance coverages (except for professional liability insurance) with minimum limits of not less than those limits delineated in Section 13.04 (Insurance table) and provide a Certificate of Insurance and Endorsement that names the City as an additional insured. Grantee shall cause its construction contractor(s) to obtain professional liability insurance with the minimum limited delineated in Section 12.04.

12.02 Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Parks and Recreation Department, which shall be clearly labeled "**YMCA at O.P. Schnabel Park**" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

12.03 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

12.04 Grantee's financial integrity is of interest to the City; therefore, subject to Grantee's right to maintain reasonable deductibles in such amounts as are approved by the City. Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors* c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented to you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability Insurance (claims made form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services. Architect shall provide coverage for an additional 12 months after the completion date of the contract.
6. Builder's Risk	100% of value of construction cost

*If applicable

12.05 Grantee agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Grantee herein, and provide a certificate of insurance and endorsement that names the Grantee and the City as additional insureds. Respondent shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

12.06 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Grantee and its construction contractor(s) shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Grantee and its construction contractor(s) shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Parks & Recreation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

12.07 Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- (A) Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- (B) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the Grantee is an additional insured shown on the policy;
- (C) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- (D) Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

12.08 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Grantee and its construction contractor(s) shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Grantee's and its construction contractor(s)' performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

12.09 In addition to any other remedies the City may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Grantee to stop work hereunder, and/or withhold any payment(s) which become due to Grantee hereunder until Grantee demonstrates compliance with the requirements hereof.

12.10 Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's and its construction contractor(s)' or its subcontractors' performance of the work covered under this Agreement, subject to the limitations set forth in Section 29 hereof.

12.11 It is agreed that Grantee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

12.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

13.13 Grantee and any subcontractors are responsible for all damage to their own equipment and / or property.

XI. COMPLIANCE WITH SMALL, MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES POLICY, NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

13.01 Grantee is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts. In all events, Grantee shall comply with the City's Small Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 2007-04-12-0396, and the amendments thereto in connection with the award of the construction contract(s). Said ordinances are incorporated herein for all purposes, as if fully set forth herein. Grantee agrees that Grantee will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Grantee further agrees that Grantee will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small, Business Economic Development Advocacy (SBEDA) Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, Division of Internal Review and the City Clerk's Office in connection with the Parking Facility.

13.02 Grantee agrees to comply with any and all SBEDA goals assigned to this Agreement as outlined in Exhibit A, **SBEDA Ordinance Compliance Provisions**.

13.03 Grantee agrees that if material deficiencies in any aspect of its SMWBE utilization plan as set out in its Project are found or if Grantee does not meet the SMWBE goals as specified by the City's Department of Economic Development, whichever is less, as a result of a review or investigation conducted by City's Department of Economic Development, Grantee will be required to submit a written report to City's Department of Economic Development. Grantee will also be required to submit a supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies.

XIV. NONDISCRIMINATION

14.01 As a party to this contract, Grantee understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identify, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XV. CONFLICT OF INTEREST

15.01 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Grantee further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

15.02 Grantee further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

15.03 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:

- (A) Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest;
- (B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

XVI. POLITICAL ACTIVITY

16.01 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XVII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

17.01 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by Grantee, shall, upon receipt, become the property of City.

XIII. CONTRACTING

18.01 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of Grantee. Grantee is responsible to ensure that all permits required for the activities under this Agreement are obtained.

18.02 City shall in no event be obligated to any third party, including any sub-contractor of Grantee, for performance of or payment for work or services.

XIX. CHANGES AND AMENDMENTS

19.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both City and Grantee under authority granted by formal action of the Parties' respective governing bodies.

19.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XX. ASSIGNMENTS

20.01 Grantee shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of City. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XXI. SEVERABILITY OF PROVISIONS

21.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. DEFAULT

22.01 Upon default by Grantee in the performance of its obligations hereunder, City shall give Grantee notice of the same and Grantee shall have 30 days following receipt of written

notice of default from City (or such reasonably longer time as may be necessary provided Grantee commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If Grantee fails to timely cure such default, City may pursue all remedies available in law or at equity and/or other rights City may have in this Agreement; provided that it is expressly agreed that neither Party hereto shall have the right to seek consequential or punitive damages against the other for any default under this Agreement.

23.02 Upon default by City in the performance of its obligations hereunder Grantee shall give City notice of the same and City shall have 30 days following receipt of written notice of default from Grantee (or such reasonably longer time as may be necessary provided City commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If City fails to timely cure such default, Grantee may pursue all remedies available in law or equity and/or other rights Grantee may have in this Agreement, subject to the limitations set forth in Section 23.01.

XXIII. NON-WAIVER OF PERFORMANCE

23.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

23.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

23.03 No representative or agent of City may waive the effect of the provisions of this Article without formal action from the City Council.

XXIV. ENTIRE AGREEMENT

24.01 This Agreement constitutes the final and entire agreement between the Parties hereto and 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 hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXV. NOTICES

25.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered or certified

mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

City: Director, Parks and Recreation Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Grantee: President / CEO
YMCA of Greater San Antonio
3233 N. St. Mary's St.,
San Antonio, Texas 78212

Such Notice shall be deemed received within three (3) days after deposit in the U.S. mail or on the first business day after deposit with an overnight air or ground courier service. Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XXVI. PARTIES BOUND

26.01 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XXVII. RELATIONSHIP OF PARTIES

27.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXIX. TEXAS LAW TO APPLY

290.01 This Agreement 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.

XXX. GENDER

30.01 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXXI. CAPTIONS

31.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXXII. LEGAL AUTHORITY

32.01 Grantee represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

32.02 Grantee represents, warrants, assures and guarantees that the undersigned has full legal authority to execute this Agreement on behalf of Grantee and to bind Grantee to all terms, performances and provisions herein contained.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the _____ day of _____, 2015.

CITY OF SAN ANTONIO**YMCA of GREATER SAN ANTONIO**

By: _____
Sheryl Sculley
City Manager

By: _____
Sandy Morander
President / CEO

Date: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Exhibit A: SBEDA Ordinance Compliance Provisions

EXHIBIT A

SBEDA ORDINANCE COMPLIANCE PROVISIONS
HOLD PENDING DETERMINATION BY GOAL SETTING COMMITTEE

DRAFT

PROFESSIONAL SERVICES CONTRACT

PROJECT: SAN ANTONIO HOUSING TRUST ADMINISTRATION AND STAFFING

This CONTRACT is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager, or Assistant City Manager, pursuant to Ordinance No. 15-4823, dated 7-10-2015, 2015, and the San Antonio Housing Trust Foundation, Inc., (hereinafter referred to as "CONTRACTOR"), a Texas non-profit corporation, acting by and through its Executive Director hereto duly authorized.

WHEREAS, CITY has dedicated certain funds to the City of San Antonio Housing Trust for the promotion of affordable housing projects and programs; and

WHEREAS, the City Council and the San Antonio Housing Trust Board of Trustees have approved the disbursement of such funds for specific affordable housing projects or program sponsors; and

WHEREAS, the City Manager, or her designated representative, will be responsible for the fiscal and program monitoring and evaluation of the program as contained in the program statement and program budgets appended as Exhibits "A," "B" and "C" respectively to this performance CONTRACT and incorporated herein for all purposes; and

WHEREAS, the CITY wishes to engage the CONTRACTOR to carry out the described program; **NOW THEREFORE**:

FOR VALUABLE CONSIDERATION, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. GENERAL PROVISIONS

1.1 The CONTRACTOR is an organization, incorporated under the Texas Non-Profit Corporation Act, governed by an autonomous governing body that meets officially at least four times per year.

1.2 The CONTRACTOR hereby represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

1.3 The CONTRACTOR understands that the funds provided pursuant to this CONTRACT are funds that have been made available through the City of San Antonio Housing Trust and will comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the CITY. The CONTRACTOR agrees to abide by any future amendments or additions to such rules and regulations as they may be promulgated by the CITY or the City of San Antonio Housing Trust Board of Trustees.

1.4 The signer of this CONTRACT for CONTRACTOR represents, warrants, assures and guarantees that he or she has the full legal authority to execute this CONTRACT on behalf of CONTRACTOR and to bind CONTRACTOR to all terms, performances and provisions herein contained.

1.5 In the event a dispute arises as to the legal authority to enter into this CONTRACT of either the CONTRACTOR or the person signing on behalf of the CONTRACTOR, the CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this CONTRACT. Should CITY suspend or permanently terminate this CONTRACT pursuant to this paragraph, the CONTRACTOR shall be liable to CITY for any money it has received from CITY hereunder.

1.6 CONTRACTOR and CITY agree that CONTRACTOR is an independent contractor. Neither has authority to bind the other or hold out to third parties that it has the authority to bind the other.

1.7 CONTRACTOR understands and agrees that this CONTRACT is subject to mutual termination. Either party may terminate this CONTRACT by giving the other party not less than thirty days written notice. The notice must specify the effective date of termination; that date must not be sooner than the end of thirty days following the day such notice is sent.

1.8 CONTRACTOR understands and agrees that this CONTRACT may be revised and updated by the CITY. Therefore, CONTRACTOR agrees that, at such time as any revisions are adopted through City Council action during the Contract period, this CONTRACT will be amended to include such revision and CONTRACTOR shall be bound by such revisions and amendments; provided, however, that in the event CONTRACTOR does not agree to any change, CONTRACTOR has the option of terminating this CONTRACT by giving thirty days written notice to the CITY. CONTRACTOR has the right to exercise such option within thirty days of receipt of notice of any such revision. Upon failure by CONTRACTOR to exercise such option at the expiration of thirty (30) days, CONTRACTOR will be deemed to have waived such option.

1.9 CITY will not be liable for any expense of CONTRACTOR in its performance of this CONTRACT. Directors, officers, employees or agents of CONTRACTOR will not be deemed officers, employees or agents of CITY.

1.10 If CONTRACTOR fails to fulfill in a timely and proper manner the obligations under this CONTRACT, or violates any of the covenants, agreements, guarantees or stipulations of this CONTRACT, or if CONTRACTOR violates any rule, regulation or law to which CONTRACTOR is bound or shall be bound under the terms of this CONTRACT, CITY will have the right to terminate this CONTRACT by sending written notice to CONTRACTOR of

such termination and specifying the effective date thereof; that date must not be sooner than the end of thirty (30) days following the date such notice is sent.

Previous breach of any of the terms or conditions of this CONTRACT will not constitute a waiver of same or preclude CITY's termination right for successive breach of the same condition.

Notwithstanding any other remedy contained herein or provided by law, and without limiting or waiving any rights and remedies it may otherwise have, CITY may at its sole option, delay, suspend, limit, or cancel funds, rights and privileges herein given CONTRACTOR for failure to timely and properly comply with the letter or spirit of this CONTRACT. CITY may, at its sole option, place CONTRACTOR on probation or suspension during which time CITY may, at its sole option, withhold reimbursements in cases where CITY determines that CONTRACTOR is not in compliance with this CONTRACT. The period of such probation or suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed ninety (90) calendar days. Upon expiration of the probation or suspension period:

- (A) Should CITY determine that the default or deficiency has been cured, CONTRACTOR may, at CITY's sole option, be restored to full compliance status and paid all eligible reimbursements withheld during such probation or suspension period; or
- (B) Should CITY determine continued non-compliance, the termination provisions herein may, at CITY's sole option, be effectuated.

In addition to the above provisions, CITY has the right to unilaterally terminate this CONTRACT at any time upon a finding by ordinance that the CONTRACTOR's activities, programs, or operations are no longer in the best interest of CITY or its citizens. Adequate provisions must be made for CONTRACTOR to be heard by the City Council of San Antonio prior to voting on such an ordinance. The effective date of the termination must be set in the ordinance.

1.11 It is expressly understood by CONTRACTOR that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY other than that specifically referred to in the Program Statement, affixed hereto and incorporated herein for all purposes as "Exhibit A."

1.12 The term of this agreement begins October 1, 2015, or when the approved program statement and program budget are received by the CITY's Department of Planning and Community Development, whichever occurs later, and will, subject to and upon an annual review and approval by CITY concurrent with the beginning date of its fiscal year, automatically renew itself on an annual basis, subject to annual City Council approval, unless earlier termination shall occur pursuant to any of the provisions hereof; provided, however, that if said annual review and approval does not take place to allow a yearly program statement and program budget to be approved concurrently with each fiscal year, then in such event, this CONTRACT will be continued on a month-to-month basis until such time as CITY completes its review.

1.13 CONTRACTOR must establish and use internal fiscal and program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse.

1.14 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of CONTRACTOR or CITY.

1.15 CONTRACTOR shall not use funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program without prior written approval by CITY.

1.16 CONTRACTOR shall use the funds provided to it under the terms of this CONTRACT exclusively for the purpose and in the manner, conditions and terms as provided in this CONTRACT and in accordance with the program statement and program Budget. Any modification of the use of funds proposed by CONTRACTOR will require prior written approval of the City Manager, or her designated representative.

1.17 CONTRACTOR is required to publicly acknowledge that this program is supported by CITY as directed by the City Manager, or her designated representative.

1.18 The Deputy City Manager, Assistant City Managers, or Assistants to the City Manager and the Director of the Department of Planning and Community Development are hereby designated and authorized as representatives of the City Manager for the purpose of administration, monitoring and communication of this CONTRACT.

II. CONTRACT PRICING AND BILLING

2.1 1 Notwithstanding any other provision of this CONTRACT, the total of all payments and other obligations made and incurred by CITY hereunder shall not exceed the sum of One Hundred Ninety Nine Thousand Seven Hundred Sixty Three and *Noll* 00 Dollars (\$199,763.00).

2.2 CONTRACTOR agrees that payment shall be reimbursed based on documented completion of the tasks so long as (a) payment does not exceed the actual cost of work completed; and (b) expenses are documented at the time the billing is submitted.

2.3 CONTRACTOR agrees that all CONTRACTOR labor, supervision of work, report reproduction, typing, travel, insurance, communication, computer access, materials, supplies, subcontractor costs, and all other CONTRACTOR expenses necessary to complete this CONTRACT shall be borne at CONTRACTOR's sole cost and expense.

2.4 CONTRACTOR understands and agrees that the source of funding for payment pursuant to this CONTRACT is City's Housing Trust Corpus, and all payments to CONTRACTOR must be rendered on an actual cost incurred, reimbursable basis in conformance with CITY regulations; requests for advances, prepayments and/or retainer fees are ineligible for payment and cannot be honored or processed by CITY.

2.5 CONTRACTOR shall submit all billings to the Department of Planning and Community Development for approval and processing.

2.6 Upon receipt of an approval by CITY of CONTRACTOR's billing package, CITY agrees to pay CONTRACTOR an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any costs questioned or not allowable.

2.7 CITY warrants and represents that it has complied with all procedures necessary to retain CONTRACTOR for the services described herein and to reimburse CONTRACTOR for services rendered pursuant hereto.

III. PROGRAM MANAGEMENT

3.1 CONTRACTOR, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall provide, oversee, administer and carry out all activities and services set out in the Program Statement, affixed hereto as "Exhibit A," in a satisfactory and efficient manner as determined by CITY. The CONTRACT is not considered complete or in compliance until such time as the approved, signed, and dated Program Statement is attached.

3.2 CONTRACTOR agrees to maintain records that will provide accurate, current, separate and complete disclosure of the status of any funds received pursuant to this CONTRACT. CONTRACTOR further agrees that:

- (A) Maintenance of said records shall be in compliance with all terms, provisions and requirements of this CONTRACT and with all applicable federal and state regulations establishing standards for financial management; and
- (B) CONTRACTOR's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

3.3 CITY's Director of the Department of Planning and Community Development, or his authorized representative, is assigned monitoring, fiscal control, and evaluation of CONTRACTOR's performance and operations under this CONTRACT. CONTRACTOR will provide CITY staff, including auditors, EEO officers and CITY-designated representatives, such as independent public accountants and representatives of the federal government, access during regular business hours, as often as CITY deems necessary for the purpose of audit, monitoring, evaluation, coordination and investigation, to any and all CONTRACTOR's books, records and files on the programs covered by this CONTRACT and such other programs administered by CONTRACTOR with funds from any other sources, and to any and all books, records and files pertaining to CONTRACTOR's proprietary, agency or trust funds as CITY may need and request. CITY shall have the authority to make excerpts, transcripts or copies from all such books, records and files, including all contracts, invoices, materials and other data relating to all matters covered by this CONTRACT.

- (A) All such records must continue to be available for inspection and audit for a period of three years after the termination date hereof or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time.

- (B) CONTRACTOR agrees that during the term of this CONTRACT, any duly authorized representative of CITY may conduct on-site inspections at reasonable times, and to interview personnel and clients, for the purpose of evaluating and monitoring CONTRACTOR's operations for compliance with this CONTRACT.
- (C) The submission of falsified information or the failure to submit information as Requested by CITY is grounds for termination of this CONTRACT.
- (D) CONTRACTOR agrees to provide CITY with the names and license registration of any contracting agency employees regulated by State law whose activities contribute towards, facilitate or coordinate the performance of this CONTRACT.
- (E) Subject to the discretion of CITY, any of CITY's authorized or designated representatives shall have the right to be present at any and all of CONTRACTOR's staff meetings, advisory committee meetings, advisory board meetings, and board meetings.

3.4 CONTRACTOR is entitled to receive just and equitable compensation for any work satisfactorily completed prior to termination of this CONTRACT; provided, however, that such compensation shall be derived exclusively from and shall not exceed the amount of interest actually accrued on deposit of the funds to be transferred, in accordance with the terms of this CONTRACT, from the City of San Antonio Housing Trust Fund to the CONTRACTOR, said funds specifically delineated in the Program Statement, affixed hereto as "Exhibit A." The determination of satisfactory completion of such work is made solely by CITY, and CITY's decision is final.

3.5 Neither the program or activity receiving funds from or through CITY, nor the personnel involved in the administration of such program or activity, may be involved in the construction, operation, or maintenance of such part of any facility that is used or will be used for sectarian instruction or as a place of religious worship.

3.6 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

3.7 CONTRACTOR covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR further covenants that in the performance of this CONTRACT, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

3.8 CONTRACTOR will establish safeguards to prohibit officers or employees from possessing any interest in or using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have

family, business, or other ties. CITY may, at its sole option, cancel this CONTRACT for any violation of this Section by any officer, Director, or employee of CONTRACTOR.

3.9 Members of CONTRACTOR's Board of Directors or governing body may not be employees of the agency or paid in any way for services with CONTRACT funds.

3.10 CONTRACTOR agrees to establish internal procedures that assure employees of an established complaint and grievance policy.

- (A) A grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- (B) In the event no complaint and grievance policy has been established, the procedures outlined in the San Antonio Municipal Civil Service rules will be followed by the agency.

IV. FISCAL MANAGEMENT

4.1 An accounting system using the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable, paid and unpaid, to the project, should the project terminate the next day, is mandatory.

4.2 CONTRACTOR will establish an account in a federally insured financial institution as a depository to be used exclusively for receipt and expenditure of funds provided hereunder. All checks and withdrawals from such account shall have itemized documentation in support thereof. Such account shall be maintained in said institution with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured.

4.3 CITY will review and approve the accounting system and internal controls prior to the release of funds hereunder and shall in no way be obligated to release such funds until said accounting system and internal controls are first so reviewed and approved.

4.4 CONTRACTOR shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for activities under this CONTRACT.

4.5 All persons on the CONTRACTOR's Board of Directors or in the employ of CONTRACTOR who handle CITY funds received or disbursed hereunder or who sign or co-sign checks for said fund disbursement must be covered by a dishonesty and fidelity bond in the amount of \$100,000.00 (One Hundred Thousand and No/100 Dollars) or one-half the total contract amount, whichever is less. If a bond is required under the terms of this provision, evidence of same shall be filed with the City Clerk, and copied to the Department of Planning and Community Development, within ten (10) working days following execution of this CONTRACT.

4.6 No fees may be charged to or donations requested from participants in a CITY funded project without the prior written approval of the City Manager, or her authorized representative.

4.7 Interest income earned on the deposit of CONTRACT funds with CONTRACTOR is CITY program income. The income may be used by CONTRACTOR to pay costs directly related to the administration of the City of San Antonio Housing Trust, including the disbursement of Trust assistance to project sponsors. CONTRACTOR is responsible for full disclosure and accountability of program income to CITY. CONTRACTOR will account to CITY for its administration of the receipt and disbursement of Trust assistance, the performance of the project sponsors, and the administrative operation of the City of San Antonio Housing Trust under the agreement for Trust assistance. A statement of expenditures and revenues shall be submitted by CONTRACTOR to CITY within thirty (30) days of the activity in a format as may be prescribed by CITY; the statement is subject to audit verification. Failure to report program income as required is grounds for suspension, cancellation, or termination of this CONTRACT.

4.8 CONTRACTOR shall defend, hold harmless, and indemnify CITY, its officers and employees against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT and its programs.

4.9 Upon completion or termination of this CONTRACT, and related projects, any unused funds, rebates, or credits must immediately be returned to CITY.

4.10 CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT, and CITY may withhold funds otherwise due as damages.

4.11 Any subcontract for professional or other services requires prior written approval of the City Manager, or her duly authorized representative. Any said subcontract for professional services shall require that the said professional both be licensed to practice her profession in the State of Texas and maintain a policy of liability insurance to indemnify, save harmless, and defend both CONTRACTOR and CITY from any claims arising from any acts or omissions of said Professional or said Professional's agents. The request and submission of the proposed subcontract must allow CITY a minimum of ten (10) working days for review prior to the anticipated execution of the proposed subcontract. CITY shall not be obligated to any third parties, including any subcontractors of CONTRACTOR.

4.12 If any expense or charge made by CONTRACTOR is subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will promptly refund such amount, from non-CITY funds, to CITY. CONTRACTOR authorizes CITY to deduct such amount or charge as a claim against future payment. The City Manager, or her duly authorized representative, has the authority to deduct such claims from future Contract awards.

4.13 Audit Conditions and Requirements

CITY, a political entity, unlike a business for profit, is interested in determining if the agencies supported with CITY Contract funds accomplished or achieved the objectives as stipulated in their Contracts. It is imperative the auditor read the entire Contract, including all attachments between CITY and CONTRACTOR, since budget and financial compliance of the Contract represents only a portion of the total contractual obligation.

All CITY-funded projects and programs are subject to periodic audits at any time by CITY auditors.

Agencies receiving funds in excess of \$25,000.00 (Twenty-five Thousand and No/100 Dollars) annually from CITY are required to furnish CITY Finance Director, copy to Interim Director of the assigned "Responsible Department," a certified audit within ninety (90) days of the close of the accounting period or termination of the Contract.

The audit must include, at a minimum, the following:

- (A) Copy of Management Letter;
- (B) Financial/Compliance Date: Receipts and disbursement of CITY funds budgeted by cost category;
- (C) Programmatic Compliance: Program objectives itemized as they appear in the Contract; and
- (D) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

The audit must also include a statement whether the overall terms and conditions of the Contract between CITY and contracting agency were or were not met, listing any exceptions. Audits to be paid with CITY funds, partial or in full, must show that prior written approval was granted by CITY.

Audits must show whether any unused funds, rebates or credits collected by CONTRACTOR, were returned to CITY within sixty (60) days after close of the accounting period or termination of Contract.

4.14 CONTRACTOR understands and agrees to abide by and adhere to applicable federal, state, and CITY provisions.

V. INDEMNIFICATION

5.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas law and

without waiving any defenses of the parties under Texas law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

5.2 It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this article (Article V), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such Injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

5.3 It is expressly understood and agreed that CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefore.

VI. SPECIAL PROVISIONS

6.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

6.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Paragraph 6.1 herein.

6.3 CONTRACTOR, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

6.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

VII. EQUAL OPPORTUNITY-NON-DISCRIMINATION CLAUSE

7.1 CITY's Affirmative Action Plan requires all CITY contractors having contracts of \$10,000.00 (Ten Thousand and No/100 Dollars) or more, excluding certain vendors, to comply with the Non-discrimination Clause as follows:

- (A) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, or political affiliation. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, age, disability, or political belief or affiliation. Such action must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (B) CONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Non-discrimination Clause.
- (C) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, age disability, or political belief or affiliation. CONTRACTOR will notify each labor union or representative of workers, with which it may have a collective bargaining agreement or other contract understanding, the CONTRACTOR is bound by the terms of this CONTRACT and this Non-discrimination Clause.
- (D) CONTRACTOR agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-discrimination Clause, and any additional policies as may be required as a result of local, state or federal initiatives. CONTRACTOR will furnish all information and reports requested by CITY and will permit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
- (E) In the event of CONTRACTOR 's failure or refusal to comply with this Non-discrimination Clause, this CONTRACT may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be debarred from further contracts with CITY.
- (F) Contractors, excluding certain vendors, doing business with CITY, must submit an Affirmative Action Plan to the Equal Employment Opportunity Office. The Format of the Affirmative Action Plan will be designated by the EEO Office that is required to evaluate the plan and provide technical assistance.

- (G) CONTRACTOR agrees to implement its Affirmative Action Plan as approved by the Office of Equal Employment Opportunity, which will monitor and evaluate compliance with this section.

7.2 At the end of sixty (60) days from the date of execution of this CONTRACT, the failure of CONTRACTOR to have an Affirmative Action Plan on file with the Office of Equal Employment Opportunity, approved by CITY's certifying officer, will constitute grounds for immediate cancellation, termination, or suspension, in whole or in part of this CONTRACT. Such action may also result in CONTRACTOR being debarred from further contracts with CITY.

VIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

8.1 All reports, documents, studies, charts, schedules or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by CONTRACTOR, shall, upon receipt, become the property of CITY.

IX. CHANGES AND AMENDMENTS

9.1 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR.

X. ASSIGNMENTS

10.1 CONTRACTOR shall not transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising there under, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person or party.

XI. SEVERABILITY OF PROVISIONS

11.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this CONTRACT that is invalid, illegal or unenforceable, there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XII. LAW APPLICABLE

12. 1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN BEXAR COUNTY, TEXAS.

XIII. ENTIRE AGREEMENT

13.1 This CONTRACT, including all Exhibits and attachments cited above, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XIV. NOTICES

14.1 For purposes of this CONTRACT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:	Director Department of Planning and Community Development City of San Antonio P.O. Box 839966 San Antonio, Texas 78283-3966
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CONTRACTOR:	Executive Director San Antonio Housing Trust Foundation, Inc. 2515 Blanco Road San Antonio, Texas 78212
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Notice of changes of address by either party must be made in writing delivered to the other party's last known address.

XV. GENDER

15.1 Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. CAPTIONS

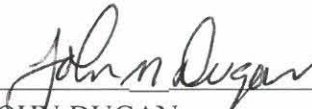
16.1 The captions contained in this CONTRACT are for convenience of reference only and in no way limit or enlarge the terms or conditions of this CONTRACT.

XVII. PARTIES BOUND

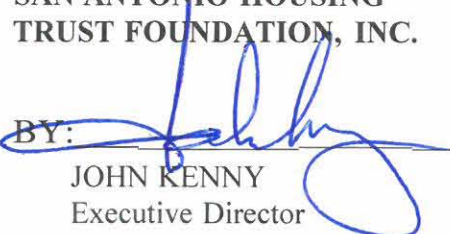
17.1 This CONTRACT shall be binding on and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

EXECUTED and AGREED TO this 1st day of Oct 2015.

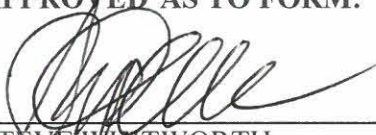
CITY OF SAN ANTONIO

BY: 
JOHN DUGAN
Director
Department of Planning and
Community Development

**SAN ANTONIO HOUSING
TRUST FOUNDATION, INC.**

BY: 
JOHN KENNY
Executive Director

APPROVED AS TO FORM:


STEVE WHITWORTH
Assistant City Attorney

ATTACHMENTS:

Exhibit "A" - Program Work Statement
Exhibit "B" - Income Sources and Operating Budget
Exhibit "C" - Administrative Services Budget Detail

EXHIBIT A

Program Work Statement
FY 2015-2016

Contractor: San Antonio Housing Trust Foundation, Inc.

Project Name: San Antonio Housing Trust Administration & Staffing

Statement of Project Responsibility

- | | |
|-------------------|--|
| 1. Policy | City of San Antonio City Council
Board of Trustees
City Manager's Office
Department of Finance |
| 2. Administration | Executive Director,
San Antonio Housing Trust
San Antonio Housing Trust Foundation
San Antonio Housing Trust Investment Corporation
San Antonio Housing Trust Finance Corporation
San Antonio Housing Trust Public Facility Corporation |
| 3. Staffing | Executive Director
Executive Assistant
Administrative Manager
Administrative Assistant
Asset Manager |
| 4. Budget/Fiscal | Executive Director, San Antonio
Housing Trust Department of Planning
Department of Finance |

Program Description:

The San Antonio Housing Trust Foundation, Inc. is a private not-for-profit Texas corporation, created by the San Antonio Housing Trust Board of Trustees to perform the following functions:

1. Manage the day-to-day operations and administration of the San Antonio Housing Trust.
2. Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.
3. Conduct the regular and special funding rounds of the San Antonio Housing Trust.
4. Act as disbursement agent for awards of Trust assistance recommended by the Board of Trustees as approved by City Council.
5. Monitor compliance of housing sponsors as per disbursement contracts and awards of assistance from the Housing Trust.
6. Perform research as needed by the Housing trust to augment programs.

7. Provide technical assistance relating to affordable housing finance and proposal development to sponsors and potential sponsors of affordable housing developments and programs.
8. Develop diversified sources of dedicated revenue for the growth of the Trust's corpus and expansion of funds available for funding proposals and administrative needs of the Housing Trust.
9. Work with the title companies and lenders to provide advances for down payment assistance to allow timely closing for first time homebuyers in connection with the City's Homeownership Incentive Program.
10. Accept funds on the City's behalf to support neighborhood and housing revitalization efforts. These funds shall be kept in an account with the Foundation and will be used to pay invoices submitted by the City for the purpose for which the funds are received.
11. Identify existing and potential capital sources based on plan priorities.
12. Structure bond issues for single and multi-family housing and identify leverage opportunities.
13. Administer as staff of the San Antonio Housing Trust Public Facility Corporation to identify and partner Multi-family projects that meet the criteria of the City's Master Plan, Inner City Development, and Neighborhood revitalization projects.
14. Identify Bond opportunities for both Single and Multi-family issues.
15. Provide owner oversight on the Single and Multi-family properties owned by the San Antonio Housing Trust Public Facility Corporation.
16. Maintain a revolving loan fund for the City's Community Housing Development Corporations (CHDO's) to help leverage other funds in developing single and multi-family housing.
17. Disburse funds for the OUR SA Infill Pilot Program to promote economic development through Interim financing loan agreements, as well as construction grant agreements.
18. Serve as escrow agent for the Veteran's Outreach and Transition Center project. These funds shall be kept in a non-interest bearing escrow account with the Foundation and will be used to pay invoices submitted by the City and Alamo Community College District for the purpose for which the funds are received.
19. Serve as escrow agent in connection with the City and San Antonio Affordable Housing, Inc. for the NSP Land Banking Homebuyer Assistance Program (HAP) program. To provide advances for down payment assistance to homeowners to allow timely closing for homebuyers who purchase HAP homes.
20. Serve as escrow agent in for NSP Land Banking Acquisition, Construction and Repair program that acquires and rehabs foreclosed properties to support neighborhood and housing revitalization efforts. Pay for draw requests submitted by the City and San Antonio Affordable Housing, Inc. to allow timely payment to contractors.
21. Serve as escrow agent for the REnewSA Acquisition and Development account that acquires vacant lots to build new homes to provide high quality affordable housing and support neighborhood revitalization efforts. Pay for draw requests submitted by the City and San Antonio Affordable Housing, Inc. to allow timely payment to contractors.

SAN ANTONIO HOUSING TRUST
INCOME SOURCES AND OPERATING BUDGET
FY 2015-2016

EXHIBIT B

	ACTUAL FY 2014	BUDGET FY 2015	ESTIMATE FY 2015	PROPOSED FY 2016
REVENUES				
San Antonio Housing Trust	\$ 195,643	\$ 198,903	\$ 198,706	\$ 199,763
SAHT Finance Corp Admin Fees	5,552	4,752	23,963	30,650
San Antonio Housing Trust PFC Admin Fees	92,526	62,083	72,818	92,305
SAHTF General Operating	65,540	65,460	65,460	65,460
Total Revenues	\$ 359,261	\$ 331,198	\$ 360,947	\$ 388,178
APPROPRIATIONS				
Contract- Bookkeeping-Finance	\$ 660	\$ 660	\$ 660	\$ 660
Rent-Finance	\$ 3,850	\$ 4,200	\$ 4,200	\$ 4,200
Salaries-Finance	\$ 22,280	\$ 23,100	\$ 25,621	\$ 43,200
Taxes-Payroll-Finance	\$ 1,590	\$ 1,733	\$ 1,736	\$ 3,240
Utilities-Finance	\$	\$	\$	\$
Total - Finance Corporation	\$ 28,380	\$ 29,693	\$ 32,217	\$ 51,300
Contract-Bookkeeping - PFC	\$ 540	\$ 600	\$ 540	\$ 600
Rent- PFC	\$ 4,200	\$ 4,200	\$ 4,200	\$ 6,200
Salaries - PFC	\$ 32,580	\$ 30,226	\$ 36,751	\$ 60,000
Taxes-Payroll - PFC	\$ 2,331	\$ 2,117	\$ 2,594	\$ 4,500
Total - Public Facility Corporation	\$ 39,651	\$ 37,143	\$ 44,085	\$ 71,300
Contract-Bookkeeping-Gen. Oper	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700
Rent-General Operating	\$ 7,200	\$ 7,200	\$ 7,592	\$ 7,200
Salaries-Gen.Operating	\$ 46,658	\$ 50,000	\$ 50,621	\$ 50,000
Taxes-Payroll-Gen.Operating	\$ 3,454	\$ 3,750	\$ 3,814	\$ 3,750
Entertainment & food	\$ 60	\$ 310	\$ 206	\$ 310
Office Supplies - Gen. Oper.	\$ (20)	\$ 1,500	\$ 289	\$ 1,500
Total - Gen. Oper.	\$ 60,052	\$ 65,460	\$ 65,222	\$ 65,460
Administrative Services				
Personal Services	\$ 152,713	\$ 151,768	\$ 144,080	\$ 151,798
Contractual Services	\$ 30,026	33,265	38,845	32,765
Commodities	\$ 6,478	6,170	6,943	6,850
Insurance/Other Expenditures	\$ 6,099	6,700	7,395	6,850
Capital Outlay	327	1,000	1,444	1,500
Total Administrative Services	\$ 195,643	\$ 198,903	\$ 198,706	\$ 199,763
Grand Totals - All Budgets	\$ 323,726	\$ 331,199	\$ 340,230	\$ 387,823

*contract amount funded With program income and Interest funds earned from the SAHT corpus (See ExM) & C for administrative services appropriation details

Revised

8/14/2015

EXHIBIT C

SAN ANTONIO HOUSING TRUST
ADMINISTRATIVE SERVICES BUDGET DETAIL
FY 2015-2016

APPROPRIATIONS	ACTUAL FY 2014	BUDGET FY 2015	ESTIMATE FY 2015	PROPOSED FY2016
<u>Personal Services</u>				
Auto expense allowance	\$ 5,090	\$ 5,300	\$ 5,036	\$ 5,300
Insurance - Workmen's Comp	\$ 393	\$ 640	\$ 16	\$ 640
Insurance - health & life	\$ 224	\$ 200	\$ 216	\$ 230
Retirement Plan Exp	\$ 13,606	\$ 15,000	\$ 13,606	\$ 15,000
Salaries	\$ 123,675	\$ 119,700	\$ 115,897	\$ 119,700
Taxes- Payroll	\$ 9,507	\$ 8,978	\$ 9,182	\$ 8,978
Taxes-Unemployment	\$ 218	\$ 150	\$ 8	\$ 150
Travel & Training	\$	\$ 1,800	\$ 119	\$ 1,800
	\$ 152,713	\$ 151,768	\$ 144,080	\$ 151,798
<u>Contractual Services</u>				
Audit	\$ 6,000	\$ 7,200	\$ 6,000	\$ 7,200
Contract - Book-keeping	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700
Legal fees	\$ 1,076	\$ 2,000	\$ 2,068	\$ 1,500
Maintenance and repairs	\$ 5,601	\$ 6,000	\$ 5,243	\$ 6,000
Rent	\$ 9,349	\$ 7,665	\$ 8,922	\$ 7,665
Fees to Professional	\$ 575	\$ 3,000	\$ 9,672	\$ 3,000
Rental of equipment	\$ 609	\$ 700	\$ 395	\$ 700
Telephone and Internet	\$ 4,116	\$ 4,000	\$ 3,845	\$ 4,000
	\$ 30,026	\$ 33,265	\$ 38,845	\$ 32,765
<u>Commodities</u>				
Bind, print & reproduction	\$	\$ 100	\$	\$ 100
Mail & parcel post	\$ 211	\$ 350	\$ 827	\$ 500
Office supplies	\$ 1,540	\$ 1,350	\$ 1,810	\$ 1,500
Utilities	\$ 4,727	\$ 4,370	\$ 4,305	\$ 4,750
	\$ 6,478	\$ 6,170	\$ 6,943	\$ 6,850
<u>Insurance/Other Expenditures</u>				
Insurance - Business package	\$ 4,650	\$ 5,000	\$ 5,626	\$ 5,300
Advertising	\$ 50	\$ 200	\$	\$ 150
Membership, Fees & Licenses	\$ 645	\$ 800	\$ 777	\$ 800
Entertainment & food	\$ 103	\$ 200	\$	\$ 100
Subscription & dues	\$ 651	\$ 500	\$ 992	\$ 500
	\$ 6,099	\$ 6,700	\$ 7,395	\$ 6,850
<u>Capital Outlay</u>				
Equipment purchases	\$ 327	\$ 500	\$ 487	\$ 1,000
Furniture purchases	\$	\$ 500	\$ 957	\$ 500
	\$ 327	\$ 1,000	\$ 1,444	\$ 1,500
Total Appropriations	\$ 195,643	\$ 198,903	\$ 198,706	\$ 199,763

Revised
8/14/2015

HOLIDAY SCHEDULE and CITY CLOSURES

The City Council has approved 13 Holidays for FY 2016 which begins on October 1, 2015.

Holiday	Day	Date
Veteran's Day	Wednesday	November 11, 2015
Thanksgiving Day	Thursday	November 26, 2015
Day after Thanksgiving	Friday	November 27, 2015
Christmas Eve	Thursday	December 24, 2015
Christmas Day	Friday	December 25, 2015
Winter Holiday	Monday	December 28, 2015
*City Closure (Employee Leave)	Tuesday	December 29, 2015
*City Closure (Employee Leave)	Wednesday	December 30, 2015
Winter Holiday	Thursday	December 31, 2015
New Year's Day	Friday	January 1, 2016
Martin Luther King, Jr. Day	Monday	January 18, 2016
Fiesta San Jacinto Day	Friday	April 22, 2016
Memorial Day	Monday	May 30, 2016
Independence Day	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016

**Not an official holiday. Employees may choose to use Personal Leave, Annual Leave, or Voluntary Leave without Pay for these days.*

ADDITIONAL INFORMATION ON HOLIDAYS:

Uniformed Fire Department personnel will accrue a 13th holiday, designated as the September 11th Holiday in compliance with State Law. Since September 11th is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

Non-exempt civilian employees may be eligible to receive a Floating Holiday based on attendance for use during Fiscal Year 2015-2016 in accordance with Administrative Directive 4.4. Any Floating Holiday granted to non-exempt civilian employees during this fiscal year that is not taken by October 1, 2016, will be forfeited.

The value of the Holiday shall be determined based on the employee's work schedule. If the employee works an 8 hour day, the Holiday will be paid or banked at 8 hours. For employees that work a 10 hour schedule, the Holiday will be paid or banked at 10 hours.

Individual departments may develop Alternate Holiday schedules for the fiscal year, to substitute for those listed above, to accommodate for workload demands. These schedules must be submitted to and approved by the Human Resources Department and the City Manager's Office prior to October 1, 2015.

THE CITY OF SAN ANTONIO, TEXAS

AND

THE SAN ANTONIO PARK POLICE OFFICERS' ASSOCIATION

MEET AND CONFER

AGREEMENT

OCTOBER 1, 2015¹

TO

SEPTEMBER 30, 2019

¹ [Subject to Article 2, *infra*.](#)

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MEET & CONFER AGREEMENT

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas home-rule municipal corporation (“City”), acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2015 and the San Antonio Park Police Officers’ Association (“Association”), both of which may be referred to herein collectively as the “Parties.”

WHEREAS, Senate Bill 772 amended Chapter 142 of the Texas Local Government Code, Subchapter B, to allow municipal police officers who are not covered by collective bargaining to seek the right to meet and confer about the terms and conditions of their employment; and

WHEREAS, the law, as amended by Senate Bill 772, took effect September 1, 2007; and

WHEREAS, pursuant to this state law, the meet and confer process was required to be initiated by presentation of a petition from a police officers’ association, signed by the majority of all police officers, with certain exceptions, that requests recognition of the association as the sole and exclusive bargaining agent for all covered police officers employed by the municipality; and

WHEREAS, the process was initiated on September 5, 2007, when such a petition was submitted to the City Council of the City of San Antonio, by the San Antonio Park Police Officers’ Association, seeking recognition as the sole and exclusive bargaining agent for all covered police officers; and

WHEREAS, the City of San Antonio granted recognition of the San Antonio Park Police Officers’ Association by vote of the San Antonio City Council on October 4, 2007, without holding an election by the voters of the City of San Antonio; and

WHEREAS, the City of San Antonio and the San Antonio Park Police Officers’ Association engaged in meet and confer deliberations, and reached an agreement on the terms set forth in this agreement; and

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

ARTICLE 1

DEFINITIONS

1.1 “Police officer,” “officer,” or “peace officer” means:

- (a) a full-time employee of the City of San Antonio,
- (b) who is required as a condition of such employment to be commissioned by the Texas Commission on Law Enforcement Officer Standards and Education,
- (c) is not covered by a collective bargaining agreement adopted under Chapter 174 of the Texas Local Government Code,
- (d) is not employed as an officer of the San Antonio Police Department,
- (e) is not governed by Chapter 143 of the Texas Local Government Code, and
- (f) is not a Department’s Chief or Captain.

1.2 A “law-enforcement function” is an activity entrusted by law to persons identified in Article 2.12 of the Texas Code Criminal Procedure, and should be considered co-extensive with any of the duties set forth in Article 2.13 of the Texas Code of Criminal Procedure and activities directly related to the performance of those duties. A “law-enforcement function” accomplishes an identifiable Article 2.13 duty or power; it is not an activity done to qualify, enable, or make an officer ready to perform such duty or power should the need to do so arise in the future. “Law enforcement function” includes patrolling. For officers whose assigned duties include providing law-enforcement training to other officers, “law-enforcement function” includes the provision of such training.

1.3 “Base pay” means an officer’s pay exclusive of any and all incentives, enhancements, and/or additions. For instance, an employee’s annual “base pay” under the City of San Antonio Step Pay Plan is the amount stated in the table entry corresponding to the employee’s grade and step. Incentives, enhancements, and/or additions include, but are not limited to, incentive pay, certification pay, shift differential, and/or any other pay that increases an officer’s compensation above base pay.

1.4 “Regular hourly rate of pay” means the hourly pay rate used to calculate overtime owed, if any, under the Fair Labor Standards Act, for the seven-day work period during which the overtime was worked.

1.5 “Work period” means a regularly repeating seven-day period beginning at 12:00 a.m. each Saturday and ending the instant before the next work period begins.

1.6 “Chief” is the person holding the office of the Chief of an officer’s Department, or, if an officer does not serve under a Chief, the Director of the municipal department for which the officer works.

1.7 “Association” means the San Antonio Park Police Officers’ Association as the sole and exclusive bargaining agent for all officers.

ARTICLE 2

EFFECTIVE DATE AND TERM

This Agreement shall take effect on: (1) the date on which it is ratified by the Association by conducting a secret ballot election at which the majority of the police officers to be covered by the Agreement vote in favor of ratifying this Agreement, or (2) the effective date of the ordinance approving this Agreement by majority vote of the City Council of the City, whichever is later, and shall remain in effect until September 30, 2019. The provisions of this Agreement are effective only during the term of the agreement and dissolve upon its expiration.

ARTICLE 3

GENERAL CONTRACTUAL PROVISIONS

3.1 Beneficiaries: The terms and conditions of this Agreement shall benefit only a “police officer,” “officer,” or “peace officer,” as those terms are defined herein.

3.2 Effect on Employee-Management Committee: The Association acknowledges and agrees that the Employment-Management Committee process provided for in Ordinance No. 99630 has been superseded by a Meet and Confer process for all officers represented by the Association. In lieu of that Committee process, the City agrees to meet with the Association at least twice per fiscal year in order to seek input into administrative directives or other policies and procedures affecting the covered officers. These meetings will be of an informal nature and are not intended to be an extension of the Meet and Confer process, nor affect the local control of the City over wages, hours and other conditions of employment of its employees. The Association shall continue to have a seat at Employment-Management Committee meetings, but shall be excluded from discussion on matters to which the Meet and Confer process applies, as determined by the City's Director of Human Resources.

3.3 Discretionary Powers: Authority and/or discretion granted by this Agreement to the Chief may be exercised by a person designated by the Chief.

3.4 Scope and Preemption: During its term and to the extent of any conflict, this Agreement preempts all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the head of the law enforcement agency or municipality or by a division or agent of the municipality, such as a personnel board or a civil service commission. All regulations, standard operating procedures, administrative directives, general manual provisions, past practices and/or customs of any officer's department concerning matters addressed in Articles 4, 5, 8, and 9 which require more or less of, or place qualitatively different obligations on the City and/or an officer than provided in Articles 4, 5, 8 and 9, are inconsistent with those Articles and are hereby superseded while those Articles are effective under this Agreement. Officers are not entitled to any employment benefits, conditions, protections, or privileges provided for in Chapter 143 of the Texas Local Government Code. No collective bargaining agreement, or part thereof, between the City and the San Antonio Police Officers Association applies to or covers officers. Officers are not eligible to participate in or benefit from the health insurance plan provided to San Antonio Police Department officers. Officers are not eligible to participate in or benefit from the Fire and Police Retiree Health Care Fund. Officers are not

eligible to take promotional examinations for SAPD classifications, including but not limited to Detective/Investigator, Sergeant, Lieutenant, or Captain.

ARTICLE 4

WAGES AND BENEFITS

4.1 Pay Plan and COLA: Effective October 1, 2015 Officer pay will be increased as outlined below:

- Officers will be placed in the appropriate step that corresponds with the step they are on as of 9/30/15.
- Officers will be placed in the pay grades listed in the table below (which include base certification pay and the proposed COLA for FY2016).

Job Title	Step										
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
Airport Police Officer	<u>\$40,700.14</u>	<u>\$42,328.26</u>	<u>\$44,021.38</u>	<u>\$45,782.36</u>	<u>\$47,613.54</u>	<u>\$49,041.98</u>	<u>\$50,513.32</u>	<u>\$52,028.60</u>	<u>\$53,069.12</u>	<u>\$54,130.44</u>	<u>\$55,213.08</u>
Park Police Officer	<u>\$40,700.14</u>	<u>\$42,328.26</u>	<u>\$44,021.38</u>	<u>\$45,782.36</u>	<u>\$47,613.54</u>	<u>\$49,041.98</u>	<u>\$50,513.32</u>	<u>\$52,028.60</u>	<u>\$53,069.12</u>	<u>\$54,130.44</u>	<u>\$55,213.08</u>
Deputy City Marshal	<u>\$40,700.14</u>	<u>\$42,328.26</u>	<u>\$44,021.38</u>	<u>\$45,782.36</u>	<u>\$47,613.54</u>	<u>\$49,041.98</u>	<u>\$50,513.32</u>	<u>\$52,028.60</u>	<u>\$53,069.12</u>	<u>\$54,130.44</u>	<u>\$55,213.08</u>
Airport Police Corporal	<u>\$44,710.12</u>	<u>\$46,498.40</u>	<u>\$48,358.44</u>	<u>\$50,292.84</u>	<u>\$52,304.46</u>	<u>\$53,873.56</u>	<u>\$55,489.72</u>	<u>\$57,154.50</u>	<u>\$58,297.72</u>	<u>\$59,463.56</u>	<u>\$60,652.80</u>
Airport Police Sergeant	<u>\$49,121.28</u>	<u>\$51,086.10</u>	<u>\$53,129.44</u>	<u>\$55,254.68</u>	<u>\$57,464.94</u>	<u>\$59,189.00</u>	<u>\$60,964.80</u>	<u>\$62,793.64</u>	<u>\$64,049.44</u>	<u>\$65,330.46</u>	<u>\$66,636.96</u>
Park Police Sergeant	<u>\$49,121.28</u>	<u>\$51,086.10</u>	<u>\$53,129.44</u>	<u>\$55,254.68</u>	<u>\$57,464.94</u>	<u>\$59,189.00</u>	<u>\$60,964.80</u>	<u>\$62,793.64</u>	<u>\$64,049.44</u>	<u>\$65,330.46</u>	<u>\$66,636.96</u>
Senior Deputy City Marshal	<u>\$49,121.28</u>	<u>\$51,086.10</u>	<u>\$53,129.44</u>	<u>\$55,254.68</u>	<u>\$57,464.94</u>	<u>\$59,189.00</u>	<u>\$60,964.80</u>	<u>\$62,793.64</u>	<u>\$64,049.44</u>	<u>\$65,330.46</u>	<u>\$66,636.96</u>
Airport Police Lieutenant	<u>\$53,973.40</u>	<u>\$56,132.44</u>	<u>\$58,377.80</u>	<u>\$60,712.86</u>	<u>\$63,141.26</u>	<u>\$65,035.62</u>	<u>\$66,986.66</u>	<u>\$68,996.20</u>	<u>\$70,376.02</u>	<u>\$71,783.66</u>	<u>\$73,219.38</u>
Park Police Lieutenant	<u>\$53,973.40</u>	<u>\$56,132.44</u>	<u>\$58,377.80</u>	<u>\$60,712.86</u>	<u>\$63,141.26</u>	<u>\$65,035.62</u>	<u>\$66,986.66</u>	<u>\$68,996.20</u>	<u>\$70,376.02</u>	<u>\$71,783.66</u>	<u>\$73,219.38</u>

- Effective 1/2/16 all eligible officers will be moved to the next step in their respective pay range.
- In the second, third, and fourth years of this Meet & Confer Agreement, officers will receive same cost of living adjustment (COLA) and Step Pay Plan movement as approved by City Council for employees on the Step Pay Plan.

4.2 Protection of Pay: An officer who leaves service as an officer covered by this Agreement in order to enter the San Antonio Police Department Academy shall be paid the greater of the officer's Pay Plan pay, fixed as of the date the officer leaves service as an officer covered by this Agreement, or full pay as a San Antonio Police Department Cadet or San Antonio Police Department Officer, for 18 months after leaving service as an officer covered by this Agreement, so long as the officer remains in continuous service as a San Antonio Police Department Cadet or San Antonio Police Department Officer.

4.3 Hours of Work: All Officers shall be paid overtime for hours, or parts thereof, worked in excess of 40 in a work period. The overtime rate shall be calculated under the Fair Standards Act (FLSA) overtime computation principles, notwithstanding that the FLSA does not require payment for overtime until an officer has worked 43 hours in a pay period.

4.4 Non-Exempt: Park police lieutenants and airport police lieutenants shall be considered non-exempt employees.

4.5 Honorably Retired Officers: Each officer who honorably retires after 20 years (or more) service as a law enforcement officer licensed in the State of Texas, at least 15 of which have been served as an officer who meets the definition in Section 1.1, above, shall be given his or her service handgun and badge at no charge and reasonable access to the firing range used by the officer's Department.

4.6K9 Officers: The City and the Association agree that 1 hour per day is a reasonable time expenditure for at-home canine care. K9 officers will work a 7 hour work day, leaving the officer time to devote one hour of paid, at-home canine care each day. K9 officers will receive 1 hour of compensation, calculated at the officer's overtime rate, for each of the officer's assigned relief days in which the officer maintains responsibility for and control of the assigned canine. When a K9 officer takes personal, annual, or sick leave while maintaining responsibility for and control of the assigned canine, the officer may reduce the officer's leave expenditure by 1 hour per full day of leave used, but if the canine does not remain the officer's responsibility during the officer's leave (e.g., if the canine is kenneled), the officer's leave shall be used at the rate of 8 hours per leave day. Notwithstanding the foregoing, nothing shall prevent the City may assert the 43-hour extended overtime threshold in any action that might be brought against it under the Fair Labor Standards Act.

ARTICLE 5

CERTIFICATION PAY

Every officer who provides notice to the Human Resources Department, on a form provided and in the manner specified by the Director of the Human Resources Department, that the officer has attained certification by the Texas Commission on Law Enforcement shall receive monthly certification pay corresponding to the officer's certification level, beginning the month following the notice, in the following amount:

	Current Certification Pay
Basic Peace Officer	Effective 10/01/2015, basic peace officer certification is included in the base pay of all officers
Intermediate Peace Officer	\$75.00
Advanced Peace Officer	\$125.00
Master Peace Officer	\$175.00

ARTICLE 6

ADMINISTRATIVE DISCIPLINE

6.1 Administrative Reassignment in Lieu of Suspension Without Pay:

- (a) If a peace officer is arrested or indicted for a felony or charged with a Class A or B misdemeanor, the Chief or the Chief's designee may temporarily reassign the officer to administrative duty. The officer shall be notified in writing of the reassignment.
- (b) Officers who have been reassigned under this Article are prohibited from riding in any marked police vehicle or performing any job task that requires him/her to exercise arrest authority. This reassignment is in no way intended to reflect an opinion on the merits of the arrest or indictment or complaint.
- (c) Conviction of a felony constitutes grounds for immediate termination. Conviction of a Class A or B misdemeanor constitutes grounds for discipline up to and including termination, within the sole discretion of the Chief.

6.2 Disciplinary Action:

- (a) Officers are subject to disciplinary procedures in the General Manual or Police and Procedure Manual governing their department.
- (b) Each officer who receives notice of proposed or contemplated discipline consisting of suspension without pay or termination shall be afforded an in-person meeting with the Chief, in which the officer is provided a reasonable opportunity to offer argument of mitigation or innocence of the charges and may be represented by counsel, if the officer provides written notice to the Chief's office within five (5) business days (Saturdays, Sundays and City holidays are not business days) of the officer's receipt of the notice of proposed or contemplated discipline. The Chief will provide the officer at least two scheduling opportunities for the in-person meeting, during the Chief's regular business hours, to occur in the ten business days following notice by the officer. No officer who has timely provided notice under this article may be assessed suspension without pay or termination unless the officer has been offered the in-person meeting with the Chief in compliance with this provision.

(c) An officer who, as a result of negotiations during and/or an offer made at a meeting described in Section 6.2(b), accepts discipline less severe than the disciplinary suspension or termination specified in the notice of proposed or contemplated discipline waives the right to appeal the accepted discipline to the San Antonio Municipal Civil Service Commission.

6.3 Officer Bill of Rights:

1. Counsel.

(a) Officers are entitled to representation by counsel during the disciplinary appeal process.

(b) Officers are entitled to representation by counsel during the pre-disciplinary meeting with the Chief, as provided in Section 6.2 (b).

(c) An officer who is the subject of an administrative investigation that may result in suspension or termination may have counsel present during the interview, but counsel may not participate in the interview except to assert any rights afforded to the officer, and only in a manner which does not impair the ability of the investigator to conduct the interview and obtain information directly from the officer. Delay of an investigative interview, including delay due to the unavailability of counsel, impairs the ability of the investigator to conduct the interview and obtain information directly from the officer. However, if the investigator determines that his ability to conduct the interview is impaired due to the unavailability of counsel, the investigator shall notify and obtain the approval of his or her supervisor prior to continuing the investigative interview outside the presence of the officer's counsel. If, during the course of the interview, the investigator determines the officer's counsel is disrupting and impeding the interview, the investigator may exclude counsel from the remainder of the interview.

2. Use of Information Obtained from Subject of Internal Administrative Investigation. An officer who is the subject of an internal administrative investigation that may result in suspension or termination may be ordered to provide responsive information as part of the investigation. The responsive information provided by the officer shall be subject to the privileges against use in a criminal proceeding set forth in *Garrity*.

3. Statement by Officer under Investigation. An officer who is the subject of an internal administrative investigation that may result in suspension or termination and who provides a written statement may obtain a copy of the written statement. If the officer gives an oral statement in the course of such an investigation, and if the oral statement is recorded or transcribed, the officer may obtain a copy of the statement.

4. Complaints Against Officers. The provisions of the Texas Government Code, Title 6, Chapter 614, Subchapter B, regarding complaints against officers, apply to officers covered by this Agreement. In addition, an officer who is the subject of an internal administrative investigation that may result in suspension or termination shall be informed of the general nature of any alleged misconduct and the policy and/or procedures that are alleged to have been violated prior to being interrogated or asked to otherwise respond as part of the investigation.

5. Polygraph Examinations. The provisions of the Texas Government Code, Title 6, Chapter 614, Subchapter E, regarding polygraph examinations, apply to officers covered by this Agreement.

ARTICLE 7

LINE OF DUTY ILLNESS OR INJURY LEAVE OF ABSENCE

7.1 Leave of Absence: The City shall provide a leave of absence to a peace officer who incurs or sustains a illness or injury while performing a law-enforcement function for the City of San Antonio. This leave of absence shall not be available to a peace officer who suffers employment-related injuries or illnesses that do not occur while performing a law-enforcement function.

7.2 Duration:

(a) The leave of absence shall be for a period commensurate with the nature of the qualifying illness or injury and shall terminate when the peace officer is first able to return to work, either in full or modified-duty status.

(b) No officer is entitled to leave under this Article after the first anniversary of the date of the qualifying injury or illness. On-duty exacerbations or aggravations of qualifying illnesses or injuries shall be treated as if sustained on the date of the original qualifying illness or injury.

7.3 Benefit:

(a) During the leave of absence, the officer is entitled to receive as weekly pay the difference between (i) the officer's worker's compensation weekly income benefit and (ii) the base pay the officer would have received for a 40-hour workweek.

(b) When a benefit is due under part (a) of this section for less than a full week of leave, the peace officer shall be paid in the same ratio as the number of hours of leave of absence taken by the officer in the corresponding week bears to 40 hours.

(c) A benefit due under this article shall commence to be paid within three weeks of the date that the third party administrator for worker's compensation notifies the City that this injury qualifies as a work related injury suffered while performing a law-enforcement function.

7.4 Return to Duty: After returning from a leave of absence under this Article, a peace officer shall resume the same or equivalent duties held by the officer before the leave commenced. However, nothing in this section shall be construed to entitle any reinstated employee to any right, benefit or position of employment other than any right, benefit, or position to which the employee would have been entitled had the leave not been taken.

7.5 Review by the Chief: The Chief may review whether circumstances surrounding an injury sustained on patrol or during training were incurred while performing a law-enforcement function for the City of San Antonio.

ARTICLE 8

COURT PAY

8.1 When the City requires and/or the prosecuting authority in a criminal prosecution subpoenas a police officer to testify in a proceeding before any venue listed in section 8.7 during hours when the officer is not regularly scheduled to be on duty, the City shall credit the officer a minimum of three (3) hours of work or the actual time spent by the officer in compulsory attendance at the proceeding, whichever is greater.

8.2 The City shall credit an officer for actual time spent appearing live at a hearing before the City of San Antonio's Civil Service Commission, or participating, at the request of the City or the prosecuting authority in a criminal prosecution, in a telephone hearing before any venue listed in section 8.7, during hours when the officer is not regularly scheduled to be on duty.

8.3 Hours credited under this Article shall be paid at the officer's regular hourly rate of pay, unless the total number of hours worked and credited to the officer during the work period exceeds 40, in which case all hours over 40 shall be paid at 1.5 times the officer's regular hourly rate of pay.

8.4 The Chief of an officer's department may elect to credit the officer with compensatory time in lieu of payment, in conformity with Section VII of Administrative Directive 4.48. Compensatory time credits shall be awarded hour-for-hour unless the total number of hours worked or credited to the officer during the work period exceeds 40, in which case 1.5 hours of compensatory time shall be credited for each hour exceeding 40.

8.5 This Article shall not obligate the City to pay or credit compensatory time to an officer (a) called or subpoenaed to testify in any proceeding unrelated to matters observed or occurring in the course and scope of the officer's employment for the City, or (b) called or subpoenaed to testify by a person who is not the City or the prosecuting authority in the proceeding to which the officer was subpoenaed.

8.6 The Chief is vested with discretion to credit an officer with compensatory time for travel to and from a proceeding for which the officer is entitled to credit under this Article if the proceeding is outside Bexar County. It is intended that this discretion should be liberally exercised in favor of the officer. Compensatory time under this Article shall be credited in the manner described in the second sentence of Section 8.4.

8.7 List of applicable venues:

- (a) Federal and State District Courts, including pre-trial conferences with the prosecuting authority
- (b) County Courts at Law
- (c) Grand Juries
- (d) Justice of the Peace Courts
- (e) Municipal Courts

(f) Hearings of the Texas Alcoholic Beverage Commission

(g) Administrative License Revocation Hearings

(h) Pardon and Parole Hearings

8.8 When the City or the prosecuting authority in a criminal prosecution places an officer on standby to be available to appear and give testimony at a proceeding before any venue listed in section 8.7, during hours when the officer is not regularly scheduled to be on duty, and the officer is not summoned to physically appear at the venue, the officer shall be credited with one (1) hour of work. An officer who receives a credit under any other section of this Article is ineligible to receive a credit under this section for the same day.

8.9 Stacking and Multiple Appearances.

(a) This Article shall be construed to prevent stacking or doubling of time credits. Therefore, whenever an officer is required to appear at more than one proceeding under conditions described in section 8.1 of this Article, and the officer's initial reporting times at each proceeding fall within a three hour time-span, the total time credited to the officer shall be computed as if the officer had appeared at only one proceeding. The time credit shall be calculated by counting all hours spent in compulsory attendance between the officer's earliest reporting time and the officer's final dismissal from any of the proceedings.

(b) Notwithstanding section 8.9(a), an officer may receive two separate credits under this Article when:

- i) the officer attends a proceeding under conditions described in section 8.1 of this Article,
- ii) is required to attend a second proceeding under conditions described in section 8.1 of this Article, and
- iii) the officer's initial reporting time for the second proceeding is more than three hours later than the time the officer is required to report for the first proceeding.

(c) Under no circumstance shall an officer receive credit under this Article for more than the greater of:

- i) six (6) hours, or
- ii) the actual time spent in compulsory attendance between the officer's earliest reporting time and the officer's final release from any and all of the proceedings at which the officer is required to appear on a single day.

8.10 An officer is not regularly scheduled to be on duty if:

- (a) the City of San Antonio requires and/or the prosecuting authority in a criminal prosecution subpoenas a police officer to testify in a proceeding before any venue listed in section 8.7,
- (b) the officer is scheduled to be on leave at the time of the proceeding, and

(c) the officer had requested the leave before receiving notice, in any form, of the date and time the officer's compulsory attendance at the proceeding would be required.

8.11 All regulations, standard operating procedures, administrative directives, general manual provisions, past practices and/or customs of any officer's department which are inconsistent with this Article (that is, those which require more or less of, or place qualitatively different obligations on the City and/or an officer) are hereby superseded.

ARTICLE 9

UNIFORM CLOTHING: ISSUANCE AND MAINTENANCE ALLOWANCE

9.1 The City shall provide the following uniforms and equipment to each newly hired officer:

- (a) Five (5) regulation uniform shirts with official, regulation insignia. The officer may choose how many of the shirts have long and/or short sleeves;
- (b) Five (5) regulation uniform trousers;
- (c) One (1) regulation uniform jacket with official, regulation insignia;
- (d) One (1) set of regulation uniform rainwear;
- (e) One (1) regulation uniform hat, including hat band, strap and hat badge;
- (f) One (1) leather equipment-and-accessory belt of the type required to be worn by officers of the officer's Department, and;
- (g) One (1) set of leather accessories of the type required to be worn by officers of the officer's department.
- (h) One (1) National Institute of Justice ("NIJ"), U.S. Department of Justice compliant ballistic vest less than five (5) years old.

9.2 Except as set forth in Section 9.3, each officer shall maintain, repair, and replace his or her uniforms, equipment, and accessories. When an officer purchases replacement uniform shirts, the City shall provide official, regulation insignia. In order to ensure that each officer satisfies this obligation, each eligible officer shall be paid a quarterly allowance at the beginning of each quarter of the fiscal year that begins October 1st. An officer is eligible for the quarterly allowance on the earlier of 1) the officer's first anniversary of law-enforcement employment with the City, or 2) the first anniversary of the date the items specified in Section 9.1 are furnished.

During the term of this agreement, the quarterly allowance will be paid as follows:

Effective October 1, 2015: \$210

Effective October 1, 2017: \$265

Effective October 1, 2018: \$320

9.3 The City shall repair or replace an officer's damaged or destroyed uniforms, equipment, and/or accessories, of the type described in Paragraph 9.1, if the Chief determines that the damage or destruction warrants replacement and occurred while the officer performed duties required by the officer's employment with the City of San Antonio. This provision is intended to be the exception rather than the rule. The City shall not be required to repair or replace uniforms, equipment, and/or accessories damaged or destroyed by age or normal wear and tear. The Chief's determination in this respect is final and binding, subject only to appeal to the Director of Human Resources, whose decision in this respect is not subject to further review.

9.4 An officer, upon separation from law-enforcement employment with the City, shall surrender all of his or her uniforms and equipment of the type described in section 9.1 of this Article to the Chief.

9.5 This Article does not apply to or affect the City's or a Department's policies and practices concerning weapons, which are not part of an officer's uniform clothing.

9.6 All regulations, standard operating procedures, general manual provisions, administrative directives, past practices and/or customs of any officer's department which are inconsistent with this Article (that is, those which require more or less of, or place qualitatively different obligations on the City and/or an officer) are hereby superseded.

ARTICLE 10

REDUCTION IN FORCE

For purposes of applying Rule XIX, § 1.b. of the Municipal Civil Service Rules of the City of San Antonio to officers, "longevity" means the length of the officer's continuous service as a full-time sworn law enforcement officer who would be covered by this Agreement.

ARTICLE 11

SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

ARTICLE 12

LAW APPLICABLE

12.1 THIS AGREEMENT 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.

12.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

CITY OF SAN ANTONIO

**SAN ANTONIO PARK POLICE
OFFICERS' ASSOCIATION**

(Signature)

(Signature)

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job ID
84	311 Service Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000070
82	311 Service Representative	B	B-7	506	N	06A	Office/Clerical	Administrative Clericals	Classified	\$29,282.50	\$39,724.10	20000068
2099	Accessibility Compliance Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20002406
2098	Accessibility Compliance Specialist	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002431
2220	Accountant	C	C-2	521	E	02A	Professionals	Administrative Professionals	Classified	\$34,924.76	\$52,387.14	20003135
873	Accountant I	C	C-1	520	E	02A	Professionals	Administrative Professionals	Classified	\$31,749.64	\$47,624.46	20000486
874	Accountant II	C	C-2	521	E	02A	Professionals	Administrative Professionals	Classified	\$34,924.76	\$52,387.14	20000487
2221	Accounting Clerk	B	B-5	504	N	06A	Office/Clerical	Administrative Clericals	Classified	\$26,561.08	\$36,032.36	20003160
934	Accounts Payable Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20001709
2014	Accounts Payable Specialist I	B	B-4	503	N	06A	Office/Clerical	Administrative Clericals	Classified	\$25,295.92	\$34,316.10	20001791
2020	Accounts Payable Specialist II	B	B-6	505	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$27,888.64	\$37,833.12	20001811
2021	Accounts Payable Specialist III	B	B-9	508	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$32,284.46	\$43,796.74	20001812
40	Administrative Assistant I	B	B-6	505	N	06A	Office/Clerical	Administrative Clericals	Classified	\$27,888.64	\$37,833.12	20000028
41	Administrative Assistant II	B	B-8	507	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$30,747.08	\$41,710.76	20000029
2063	Administrative Associate	B	B-2	501	N	06A	Office/Clerical	Administrative Clericals	Classified	\$23,503.74	\$31,884.84	20001968
2244	Administrative Hearing Officer	C	C-9	528	E	02F	Professionals	Lawyers	Unclassified	\$68,058.64	\$102,087.96	20003481
36	Administrative Services Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000024
2105	Administrative Services Officer	D	D-6	537	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$90,968.28	\$154,646.18	20002382
2379	Airport Duty Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20004033
7980	Airport Facilities Superintendent	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20000802
85	Airport Facilities Supervisor	A	A-9	508	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$32,284.46	\$43,796.74	20000071
97	Airport Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000082
595	Airport Operations Agent	B	B-10	509	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$33,899.58	\$45,987.50	20000330
35	Airport Operations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000023
34	Airport Operations Supervisor	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20000022
804	Airport Parking Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000420
638	Airport Police Corporal	G	G-2	571	N	04C	Protective Services	Civilian Protective Services	Classified	\$44,710.12	\$60,652.80	20000368
631	Airport Police Lieutenant	G	G-4	573	N	04C	Protective Services	Civilian Protective Services	Classified	\$53,973.40	\$73,219.38	20000361
629	Airport Police Officer	G	G-1	570	N	04C	Protective Services	Civilian Protective Services	Classified	\$40,700.14	\$55,213.08	20000359
630	Airport Police Sergeant	G	G-3	572	N	04C	Protective Services	Civilian Protective Services	Classified	\$49,121.28	\$66,636.96	20000360
2023	Airport Police Training Sergeant	G	G-3	572	N	04C	Protective Services	Civilian Protective Services	Classified	\$49,121.28	\$66,636.96	20001859
98	Airport Properties & Development Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000083
2275	Airport Property Agent	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003527
2314	Airport Safety Analyst	C	C-7	526	E	02B	Professionals	Operations Professionals	Classified	\$56,246.58	\$84,370.00	20003758
2313	Airport Safety Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003756
2349	Airport Security Compliance Analyst	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20003884
2153	Airport Security Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20002631
2208	Airport Security Supervisor	B	B-13	512	E	04D	Protective Services	Civilian Protective Services Supervisors	Classified	\$39,241.80	\$53,235.00	20003132
612	Alarms Investigator	B	B-5	504	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$26,561.08	\$36,032.36	20000343
226	Animal Care Attendant	A	A-3	502	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$24,091.86	\$32,682.52	20000170
223	Animal Care Officer	A	A-8	507	N	04C	Protective Services	Civilian Protective Services	Classified	\$30,747.08	\$41,710.76	20000168
224	Animal Care Operations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001332
2093	Animal Care Representative	A	A-7	506	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$29,282.50	\$39,724.10	20002332
1034	Animal Care Services Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20001582
2111	Animal Care Specialist	B	B-9	508	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$32,284.46	\$43,796.74	20002359
221	Animal Care Supervisor	A	A-14	513	N	04D	Protective Services	Civilian Protective Services Supervisors	Classified	\$41,204.54	\$55,897.66	20000167
2117	Animal Cruelty Specialist	B	B-11	510	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$35,594.00	\$48,286.42	20002383
4000	Applications Solutions Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002931
4002	Applications Solutions Lead	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002757
4001	Applications Solutions Senior Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002756
4003	Applications Solutions Supervisor	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20002758
124	Architect	C	C-8	527	E	02A	Professionals	Administrative Professionals	Unclassified	\$61,871.42	\$92,807.26	20000105
33	Archivist	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20001758
620	Armorer	B	B-8	507	E	04C	Protective Services	Civilian Protective Services	Classified	\$30,747.08	\$41,710.76	20000350
7895	Asset Facilities Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002257
1109	Assistant Animal Care Services Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20001857
1061	Assistant Aviation Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000645
1043	Assistant Aviation Director for Finance & Administration	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000627
52	Assistant Capital Programs Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000040
1122	Assistant Center City Development Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20002906
406	Assistant City Arborist	C	C-5	524	E	02B	Professionals	Operations Professionals	Classified	\$46,484.88	\$69,727.32	20000207
66	Assistant City Attorney I	C	C-7	526	E	02F	Professionals	Lawyers	Unclassified	\$56,246.58	\$84,370.00	20000053
63	Assistant City Attorney II	C	C-8	527	E	02F	Professionals	Lawyers	Unclassified	\$61,871.42	\$92,807.26	20000050
65	Assistant City Attorney III	C	C-10	529	E	02F	Professionals	Lawyers	Unclassified	\$74,864.40	\$112,296.60	20000052
55	Assistant City Attorney IV	C	C-11	530	E	02F	Professionals	Lawyers	Unclassified	\$82,350.06	\$123,525.22	20000043
2025	Assistant City Clerk	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001856
141	Assistant City Engineer	D	D-6	537	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$90,968.28	\$154,646.18	20000121
1032	Assistant City Manager	E	E-3	542	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$133,801.72	\$267,603.70	20000616
1133	Assistant Communications & Public Affairs Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20003606
1059	Assistant Convention & Visitors Bureau Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000643
1060	Assistant Convention, Sports & Entertainment Facilities Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000644
2340	Assistant Court Coordinator	B	B-10	509	N	06A	Office/Clerical	Administrative Clericals	Classified	\$33,899.58	\$45,987.50	20003781
2202	Assistant Detention Center Manager	B	B-17	516	E	04C	Protective Services	Civilian Protective Services	Classified	\$47,699.34	\$64,708.02	20003088
1067	Assistant Development Services Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000651

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job Id
1041	Assistant Development Services Director/Plan Review	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000625
2257	Assistant Director - Pre-K Center	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003524
1110	Assistant Director for Downtown Operations	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20001871
1053	Assistant Director for Financial Services	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000637
1070	Assistant Director for Human Resources	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000654
1069	Assistant Director for Management & Budget	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000653
1048	Assistant Economic Development Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000632
1054	Assistant Economic Development Director for Special Projects	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000638
31	Assistant Emergency Management Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001681
1052	Assistant Finance Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000636
666	Assistant Fire Chief	C	Contract	Contract	E	02H	Professionals	Fire Professionals	Contract	#N/A	#N/A	20000396
1050	Assistant Human Services Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000634
1040	Assistant Information Services Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000624
1128	Assistant Intergovernmental Relations Director	E	E-1	540	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	20003482
1018	Assistant Library Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000602
1085	Assistant Library Director for Public Services	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000667
50	Assistant Marketing Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000038
988	Assistant Multi-Service Center Supervisor	A	A-10	509	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$33,899.58	\$45,987.50	20000576
1062	Assistant Parks & Recreation Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000646
1064	Assistant Parks & Recreation Director for Programs	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000648
2169	Assistant Parks and Recreation Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20002964
2171	Assistant Parks and Recreation Manager-Parks Design	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20002963
1113	Assistant Planning & Community Development Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20001885
678	Assistant Police Chief	C	Contract	Contract	E	02I	Professionals	Police Professionals	Contract	#N/A	#N/A	20000407
1124	Assistant Police Director	E	E-1	540	E	01D	Officials/Administrators	Assistant Department Heads/Public Safety	Unclassified	\$80,838.68	\$161,677.10	20003094
916	Assistant Program Coordinator	C	C-1	520	E	02D	Professionals	Community Service Professionals	Classified	\$31,749.64	\$47,624.46	20000525
1042	Assistant Public Health Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000626
1078	Assistant Public Utilities Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000660
801	Assistant Risk & Safety Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001584
908	Assistant Social Services Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000517
7300	Assistant Solid Waste District Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000719
1102	Assistant Solid Waste Management Director	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20001757
1071	Assistant to City Council	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000655
1031	Assistant to City Manager	E	E-3	542	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$133,801.72	\$267,603.70	20000615
1072	Assistant to Mayor	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000656
2227	Assistant to the Director	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20003167
1127	Asst Building & Equipment Svcs Director - Facilities Management	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20003336
1138	Asst Risk Management Director	E	E-1	540	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	
1134	Asst Transportation & Capital Improv Director	E	E-1	540	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	
1136	Asst Transportation & Capital Improv Director - Engineer	E	E-1	540	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	
2095	Audio Visual Production Supervisor	B	B-17	516	E	03D	Technicians	Technical Supervisors	Classified	\$47,699.34	\$64,708.02	20002336
7740	Audio Visual Technician	B	B-6	505	N	03B	Technicians	Operations Technicians	Classified	\$27,888.64	\$37,833.12	20000767
655	Audio/Video Production Coordinator	B	B-13	512	N	03B	Technicians	Operations Technicians	Classified	\$39,241.80	\$53,235.00	20000385
705	Audit Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000858
700	Auditor I	C	C-4	523	E	02L	Professionals	Auditors	Unclassified	\$42,259.36	\$63,389.04	20000811
702	Auditor II	C	C-6	525	E	02L	Professionals	Auditors	Unclassified	\$51,133.16	\$76,699.74	20000855
703	Auditor III	C	C-7	526	E	02L	Professionals	Auditors	Unclassified	\$56,246.58	\$84,370.00	20000856
704	Auditor IV	C	C-10	529	E	02L	Professionals	Auditors	Unclassified	\$74,864.40	\$112,296.60	20000857
2184	Automated Collection Services Trainer	A	A-9	508	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$32,284.46	\$43,796.74	20003057
2245	Aviation Coordinator	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20003406
1029	Aviation Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000613
4005	Backup/Storage System Administration Engineer	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002760
4004	Backup/Storage System Administrator	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002759
2084	Bailiff	B	B-9	508	N	04C	Protective Services	Civilian Protective Services	Classified	\$32,284.46	\$43,796.74	20002231
2011	Banking Officer	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20001807
2288	Behavior Management Specialist	C	C-5	524	E	02D	Professionals	Community Service Professionals	Unclassified	\$46,484.88	\$69,727.32	20003608
7716	Bicycle Fleet Specialist	B	B-4	503	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$25,295.92	\$34,316.10	20000759
932	Billing & Accts Receivable Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20001711
2024	Billing & Accts Receivable Specialist I	B	B-4	503	N	06A	Office/Clerical	Administrative Clericals	Classified	\$25,295.92	\$34,316.10	20001864
2026	Billing & Accts Receivable Specialist II	B	B-7	506	N	06A	Office/Clerical	Administrative Clericals	Classified	\$29,282.50	\$39,724.10	20001865
78	Booking & Services Coordinator	B	B-11	510	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$35,594.00	\$48,286.42	20000064
79	Booking & Services Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000065
7899	Box Office Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000794
2248	Box Office Supervisor	B	B-13	512	N	05E	Para-Professionals	Para-Professional Supervisors	Classified	\$39,241.80	\$53,235.00	20003456
7405	Brush Collection Crew Leader	A	A-9	508	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$32,284.46	\$43,796.74	20001051
881	Budget & Management Analyst I	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20000493
2253	Budget & Management Analyst II	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003531
2254	Budget & Management Analyst III	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20003506
879	Budget Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000492
2177	Budget Program Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003056
1125	Building and Equipment Services Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20003306
547	Building Location Specialist	B	B-4	503	N	06B	Office/Clerical	Operations Clericals	Classified	\$25,295.92	\$34,316.10	20000311
7892	Building Maintenance Coordinator	A	A-15	514	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$43,264.78	\$58,691.62	20000789
7891	Building Maintenance Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000788

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job ID
7580	Building Maintenance Mechanic I	A	A-5	504	N	07D	Skilled Craft	Operations Workers	Classified	\$26,561.08	\$36,032.36	20000741
7590	Building Maintenance Mechanic II	A	A-6	505	N	07D	Skilled Craft	Operations Workers	Classified	\$27,888.64	\$37,833.12	20000742
459	Building Maintenance Officer	A	A-8	507	E	07C	Skilled Craft	Operations Supervisors	Classified	\$30,747.08	\$41,710.76	20000244
2353	Building Maintenance Specialist	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20003869
7920	Building Maintenance Supervisor	A	A-12	511	E	07C	Skilled Craft	Operations Supervisors	Classified	\$37,373.96	\$50,701.04	20000797
4006	Business Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20002761
4009	Business Intelligence Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002932
4011	Business Intelligence Lead	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002765
4010	Business Intelligence Senior Analyst	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002764
4012	Business Intelligence Supervisor	C	C-10	529	E	02A	Professionals	Administrative Professionals	Classified	\$74,864.40	\$112,296.60	20002766
4089	Business Relationship Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003168
2266	Cafeteria Assistant	A	A-1	500	N	08B	Service/Maintenance	Maintenance Workers	Unclassified	\$22,930.44	\$31,107.18	20003633
2267	Cafeteria Supervisor	A	A-6	505	N	08A	Service/Maintenance	Maintenance Supervisors	Unclassified	\$27,888.64	\$37,833.12	20003614
54	Capital Programs Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000042
155	Capital Projects Officer	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20000133
7679	Carpenter I	A	A-4	503	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$25,295.92	\$34,316.10	20000752
7680	Carpenter II	A	A-6	505	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$27,888.64	\$37,833.12	20000753
7610	Carpentry Supervisor	A	A-8	507	E	07C	Skilled Craft	Operations Supervisors	Classified	\$30,747.08	\$41,710.76	20000746
2127	Carver Center Stage Coordinator	B	B-14	513	N	03A	Technicians	Administrative Technicians	Classified	\$41,204.54	\$55,897.66	20002509
940	Carver Cultural Center Executive Director	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20002181
985	Case Aide	B	B-2	501	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$23,503.74	\$31,884.84	20000573
802	Cashier	B	B-2	501	N	06A	Office/Clerical	Administrative Clericals	Classified	\$23,503.74	\$31,884.84	20000418
2315	Catalog Librarian	C	C-3	522	E	02G	Professionals	Librarians	Classified	\$38,416.82	\$57,625.36	20003867
2317	Catalog Services Supervisor	C	C-5	524	E	02G	Professionals	Librarians	Classified	\$46,484.88	\$69,727.32	20003866
2316	Cataloging Assistant	B	B-10	509	N	06B	Office/Clerical	Operations Clericals	Classified	\$33,899.58	\$45,987.50	20003868
1139	Center City Development Deputy Director	E	E-1	540	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	
1117	Center City Development Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20002157
869	Central Stores Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000482
907	Chauffeur	A	A-3	502	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$24,091.86	\$32,682.52	20000516
920	Chauffeur Services Supervisor	A	A-7	506	N	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$29,282.50	\$39,724.10	20000529
2139	Chief Deputy Court Clerk	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20002658
1129	Chief Executive Officer - Pre-K 4 SA	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20003516
1121	Chief Financial Officer	E	E-3	542	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$133,801.72	\$267,603.70	20002856
8000	Chief Information Security Officer	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002558
2235	Chief of Epidemiology	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20003307
1123	Chief of Staff	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20003031
1039	Chief Technology Officer	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000623
205	Chief Veterinarian	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000157
987	Child & Family Therapist	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20000575
990	Child Care Resource Specialist	C	C-1	520	E	02D	Professionals	Community Service Professionals	Classified	\$31,749.64	\$47,624.46	20000578
991	Child Care Services Supervisor	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20000579
2318	Circulation Supervisor	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20003863
403	City Arborist	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000205
2125	City Archeologist	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002506
118	City Architect	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000099
1000	City Attorney	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000585
1015	City Clerk	E	Set by Council	Set By Council	E	01A	Officials/Administrators	Executives & Department Heads	Council Appointed	#/N/A	#/N/A	20000599
2368	City Facility Ambassador	B	B-2	501	N	06A	Office/Clerical	Administrative Clericals	Classified	\$23,503.74	\$31,884.84	20003877
951	City Forester	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20001761
1028	City Internal Auditor	E	Set by Council	Set By Council	E	01A	Officials/Administrators	Executives & Department Heads	Council Appointed	#/N/A	#/N/A	20000612
1022	City Manager	E	Set by Council	Set By Council	E	01A	Officials/Administrators	Executives & Department Heads	Council Appointed	#/N/A	#/N/A	20000606
2079	City Photographer	B	B-12	511	N	03A	Technicians	Administrative Technicians	Classified	\$37,373.96	\$50,701.04	20002232
2331	Claims Adjuster	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20003810
2330	Claims Assistant	A	A-7	506	N	06A	Office/Clerical	Administrative Clericals	Classified	\$29,282.50	\$39,724.10	20003811
2332	Claims Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003807
4014	Client Services Analyst	C	C-3	522	E	02B	Professionals	Operations Professionals	Classified	\$38,416.82	\$57,625.36	20002768
4015	Client Services Supervisor	C	C-5	524	E	02B	Professionals	Operations Professionals	Classified	\$46,484.88	\$69,727.32	20002769
4013	Client Services Technician	B	B-11	510	N	03B	Technicians	Operations Technicians	Classified	\$35,594.00	\$48,286.42	20002767
506	Code Compliance Investigator	B	B-9	508	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$32,284.46	\$43,796.74	20000285
2141	Code Enforcement Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20002586
2116	Code Enforcement Officer	B	B-10	509	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$33,899.58	\$45,987.50	20002456
2119	Code Enforcement Supervisor	B	B-15	514	E	05E	Para-Professionals	Para-Professional Supervisors	Classified	\$43,264.78	\$58,691.62	20002457
2319	Collection Development Librarian	C	C-3	522	E	02G	Professionals	Librarians	Classified	\$38,416.82	\$57,625.36	20003865
2320	Collection Development Supervisor	C	C-5	524	E	02G	Professionals	Librarians	Classified	\$46,484.88	\$69,727.32	20003864
2015	Collection Specialist I	B	B-5	504	N	06A	Office/Clerical	Administrative Clericals	Classified	\$26,561.08	\$36,032.36	20001815
2016	Collection Specialist II	B	B-7	506	N	06A	Office/Clerical	Administrative Clericals	Classified	\$29,282.50	\$39,724.10	20001816
903	Collections Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20001657
530	Combination Inspector	A	A-12	511	N	07D	Skilled Craft	Operations Workers	Classified	\$37,373.96	\$50,701.04	20000305
1009	Communications & Public Affairs Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20001507
636	Communications Operator	B	B-10	509	N	06B	Office/Clerical	Operations Clericals	Classified	\$33,899.58	\$45,987.50	20000366
637	Communications Operator Supervisor	B	B-15	514	N	06B	Office/Clerical	Operations Clericals	Classified	\$43,264.78	\$58,691.62	20000367
2381	Communications Strategist	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20004032
442	Community Center Leader	B	B-6	505	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$27,888.64	\$37,833.12	20000233
25	Community Link Service Representative	B	B-7	506	N	06A	Office/Clerical	Administrative Clericals	Classified	\$29,282.50	\$39,724.10	20001633

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job id
2062	Community Services Specialist	C	C-2	521	E	02D	Professionals	Community Service Professionals	Classified	\$34,924.76	\$52,387.14	20001993
2054	Community Services Supervisor	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20001992
891	Compliance & Resolution Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000827
749	Compliance & Resolution Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001683
2028	Compliance & Resolution Officer	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20001870
2226	Compliance Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20003165
2297	Compliance Auditor	C	C-9	528	E	02L	Professionals	Auditors	Unclassified	\$68,058.64	\$102,087.96	20003619
2224	Compliance Lead Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003163
2223	Compliance Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003161
2225	Compliance Senior Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20003164
7990	Concrete Finisher	A	A-7	506	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$29,282.50	\$39,724.10	20000803
2274	Construction Contract Officer	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20003631
135	Construction Coordinator	C	C-3	522	E	02B	Professionals	Operations Professionals	Classified	\$38,416.82	\$57,625.36	20000115
560	Construction Inspections Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000319
556	Construction Inspections Supervisor	A	A-19	518	E	07C	Skilled Craft	Operations Supervisors	Classified	\$52,588.38	\$71,340.88	20000315
553	Construction Inspector I	A	A-7	506	N	07D	Skilled Craft	Operations Workers	Classified	\$29,282.50	\$39,724.10	20000312
554	Construction Inspector II	A	A-11	510	N	07D	Skilled Craft	Operations Workers	Classified	\$35,594.00	\$48,286.42	20000313
558	Construction Specialist I	A	A-13	512	E	07D	Skilled Craft	Operations Workers	Classified	\$39,241.80	\$53,235.00	20000317
559	Construction Specialist II	A	A-14	513	E	07D	Skilled Craft	Operations Workers	Classified	\$41,204.54	\$55,897.66	20000318
561	Construction Specialist Supervisor	A	A-17	516	E	07D	Skilled Craft	Operations Workers	Classified	\$47,699.34	\$64,708.02	20000320
157	Contract Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000876
156	Contract Coordinator	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000134
178	Contract Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001106
929	Contract Officer	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20000538
877	Controller	D	D-6	537	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$90,968.28	\$154,646.18	20000490
1013	Convention & Visitors Bureau Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000597
2163	Convention Facilities General Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002719
1010	Convention, Sports & Entertainment Facilities Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000594
2384	Council Aide	C	C-2	521	E	02A	Professionals	Administrative Professionals	Unclassified	\$34,924.76	\$52,387.14	
2382	Council Chief of Staff	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	
2	Councilmember	M	M-1	560	E	01C			Unclassified	\$45,722.04	\$61,725.04	20003876
677	Court Interpreter	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20001783
864	Court Reporter	B	B-11	510	N	06A	Office/Clerical	Administrative Clericals	Classified	\$35,594.00	\$48,286.42	20000477
609	Crime Analyst	B	B-5	504	N	06A	Office/Clerical	Administrative Clericals	Classified	\$26,561.08	\$36,032.36	20000340
2236	Crime Intelligence Analyst	C	C-4	523	E	02I	Professionals	Police Professionals	Classified	\$42,259.36	\$63,389.04	20003331
2238	Crime Intelligence and Analysis Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003332
2237	Crime Intelligence Senior Analyst	C	C-7	526	E	02I	Professionals	Police Professionals	Classified	\$56,246.58	\$84,370.00	20003333
2004	Crime Scene Investigator I	B	B-11	510	N	04C	Protective Services	Civilian Protective Services	Classified	\$35,594.00	\$48,286.42	20003089
2005	Crime Scene Investigator II	B	B-12	511	N	04C	Protective Services	Civilian Protective Services	Classified	\$37,373.96	\$50,701.04	20003090
2006	Crime Scene Investigator III	B	B-14	513	N	04C	Protective Services	Civilian Protective Services	Classified	\$41,204.54	\$55,897.66	20003091
2087	Cultural Affairs Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20002281
1019	Cultural Affairs Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000603
964	Cultural Center Supervisor	C	C-5	524	E	02D	Professionals	Community Service Professionals	Classified	\$46,484.88	\$69,727.32	20000561
2308	Cultural Historian	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20003657
7561	Custodial Services Supervisor	A	A-7	506	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$29,282.50	\$39,724.10	20000738
909	Customer Services Representative	B	B-2	501	N	06A	Office/Clerical	Administrative Clericals	Classified	\$23,503.74	\$31,884.84	20000518
525	Customer Services Representative Supervisor	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20000300
911	Customer Services Specialist	B	B-9	508	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$32,284.46	\$43,796.74	20000520
4017	Customer Support Analyst	B	B-11	510	N	03A	Technicians	Administrative Technicians	Classified	\$35,594.00	\$48,286.42	20002771
4018	Customer Support Lead	B	B-14	513	N	03A	Technicians	Administrative Technicians	Classified	\$41,204.54	\$55,897.66	20002772
4019	Customer Support Supervisor	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002773
4016	Customer Support Technician	B	B-9	508	N	03A	Technicians	Administrative Technicians	Classified	\$32,284.46	\$43,796.74	20002770
512	Dangerous Premises Officer	B	B-11	510	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$35,594.00	\$48,286.42	20000290
825	Data Clerk Supervisor	B	B-10	509	N	06A	Office/Clerical	Administrative Clericals	Classified	\$33,899.58	\$45,987.50	20000441
4020	Database Administration Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002774
4021	Database Administrator	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002775
2012	Debt Officer	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20001786
2217	Department Accounting Supervisor	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003159
285	Department Facilities Coordinator	C	C-4	523	E	02B	Professionals	Operations Professionals	Classified	\$42,259.36	\$63,389.04	20000199
826	Department Fiscal Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000442
608	Deputy Chief	C	Contract	Contract	E	02I	Professionals	Police Professionals	Contract	#N/A	#N/A	20000339
56	Deputy City Attorney	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000044
1016	Deputy City Clerk	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000600
1021	Deputy City Manager	E	E-3	542	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$133,801.72	\$267,603.70	20002481
2185	Deputy Emergency Management Coordinator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20002981
665	Deputy Fire Chief	C	Contract	Contract	E	02H	Professionals	Fire Professionals	Contract	#N/A	#N/A	20000395
2271	Deputy Historic Preservation Officer	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003515
1141	Deputy Solid Waste Management Director	E	E-1	540	E	01B	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	20003833
123	Design & Development Assistant	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20000104
2142	Design Communications Coordinator	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002709
2385	Detention and Security Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	
2040	Detention Center Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001989
628	Detention Officer	B	B-9	508	N	04C	Protective Services	Civilian Protective Services	Classified	\$32,284.46	\$43,796.74	20000358
656	Detention Supervisor	B	B-14	513	N	04C	Protective Services	Civilian Protective Services	Classified	\$41,204.54	\$55,897.66	20000386

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job Id
2204	Development Services Business Administrator	D	D-5	536	E	01D	Officials/Administrators	Assistant Department Heads/Public Safety	Unclassified	\$79,103.18	\$134,475.38	20003108
148	Development Services Engineer	D	D-6	537	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$90,968.28	\$154,646.18	20000813
2250	Development Services Inspections Supervisor	A	A-19	518	E	07C	Skilled Craft	Operations Supervisors	Classified	\$52,588.38	\$71,340.88	20003513
2033	Development Services Inspector	A	A-11	510	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$35,594.00	\$48,286.42	20001881
516	Development Services Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000826
2296	Development Services Policy Administrator	D	D-4	535	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$68,785.34	\$116,935.00	20003618
523	Development Services Representative	B	B-3	502	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$24,091.86	\$32,682.52	20000298
531	Development Services Specialist	B	B-9	508	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$32,284.46	\$43,796.74	20000306
533	Development Services Specialist Supervisor	B	B-13	512	E	05E	Para-Professionals	Para-Professional Supervisors	Classified	\$39,241.80	\$53,235.00	20000308
2375	Digital Library Services Analyst	C	C-4	523	E	02G	Professionals	Librarians	Classified	\$42,259.36	\$63,389.04	20003983
2321	Digital Library Services Assistant	B	B-10	509	N	06B	Office/Clerical	Operations Clericals	Classified	\$33,899.58	\$45,987.50	20003858
2322	Digital Library Services Specialist	C	C-3	522	E	02G	Professionals	Librarians	Classified	\$38,416.82	\$57,625.36	20003860
2323	Digital Library Services Supervisor	C	C-5	524	E	02G	Professionals	Librarians	Classified	\$46,484.88	\$69,727.32	20003859
1130	Director - Pre-K Center	E	E-1	540	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$80,838.68	\$161,677.10	20003517
158	Director of Historic Preservation	E	E-1	540	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000135
1132	Director of Professional Development	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20003528
935	Disbursements & Receivables Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001782
615	Dispatcher	B	B-6	505	N	06B	Office/Clerical	Operations Clericals	Classified	\$27,888.64	\$37,833.12	20000346
610	Dispatching Supervisor	B	B-9	508	N	06C	Office/Clerical	Administrative Supervisors	Classified	\$32,284.46	\$43,796.74	20000341
664	District Fire Chief	C	Contract	Contract	E	02H	Professionals	Fire Professionals	Contract	#N/A	#N/A	20000394
7898	Dome Facilities Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000793
2035	Downtown Operations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001886
497	Downtown Operations Superintendent	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20000277
1135	EastPoint Administrator	E	E-1	540	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	20000534
925	Economic Development Coordinator	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20000596
1012	Economic Development Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000535
926	Economic Development Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000533
924	Economic Development Specialist	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20002333
2092	Education Coordinator	C	C-2	521	E	02B	Professionals	Operations Professionals	Classified	\$34,924.76	\$52,387.14	20003281
2228	Education Policy & Services Administrator	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000756
7700	Electrical Supervisor	A	A-17	516	E	07C	Skilled Craft	Operations Supervisors	Classified	\$47,699.34	\$64,708.02	20000796
7910	Electrician Assistant	A	A-6	505	N	07B	Skilled Craft	Apprentices	Classified	\$27,888.64	\$37,833.12	20000754
7689	Electrician I	A	A-8	507	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$30,747.08	\$41,710.76	20000755
7690	Electrician II	A	A-11	510	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$35,594.00	\$48,286.42	20000729
7450	Electrician III	A	A-12	511	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$37,373.96	\$50,701.04	20000689
7176	Electronic Technician	B	B-8	507	N	03B	Technicians	Operations Technicians	Classified	\$30,747.08	\$41,710.76	20000691
7178	Electronic Technician Supervisor	B	B-12	511	E	03B	Technicians	Operations Technicians	Classified	\$37,373.96	\$50,701.04	20000020
30	Emergency Management Specialist	C	C-1	520	E	02A	Professionals	Administrative Professionals	Classified	\$31,749.64	\$47,624.46	20002312
2090	Emergency Vehicle Equipment Technician	A	A-9	508	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$32,284.46	\$43,796.74	20003931
2369	Emergency Vehicle Equipment Technician I	B	B-10	509	N	03B	Technicians	Operations Technicians	Classified	\$33,899.58	\$45,987.50	20003956
2370	Emergency Vehicle Equipment Technician II	B	B-12	511	N	03B	Technicians	Operations Technicians	Classified	\$37,373.96	\$50,701.04	20003957
2371	Emergency Vehicle Equipment Technician III	B	B-14	513	N	03B	Technicians	Operations Technicians	Classified	\$41,204.54	\$55,897.66	20003958
2372	Emergency Vehicle Service Advisor	B	B-15	514	N	03B	Technicians	Operations Technicians	Classified	\$43,264.78	\$58,691.62	20000473
860	Employee Benefits Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002309
2039	Employee Benefits Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000474
861	Employee Benefits Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003581
2287	Employee Relations Business Partner	C	C-6	525	E	02A	Professionals	Administrative Professionals	Unclassified	\$51,133.16	\$76,699.74	20003556
2285	Employee Relations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000120
140	Engineer I	C	C-8	527	E	02E	Professionals	Engineers	Unclassified	\$61,871.42	\$92,807.26	20003873
2365	Engineer II	C	C-9	528	E	02E	Professionals	Engineers	Unclassified	\$68,058.64	\$102,087.96	20000119
139	Engineering Associate	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20000111
131	Engineering Technician	B	B-9	508	N	03B	Technicians	Operations Technicians	Classified	\$32,284.46	\$43,796.74	20002777
4023	Enterprise GIS Solutions Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002776
4025	Enterprise GIS Solutions Lead	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002778
4024	Enterprise GIS Solutions Senior Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002784
4026	Enterprise GIS Solutions Supervisor	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20003981
4033	Enterprise IT Architect	C	C-12	531	E	02A	Professionals	Administrative Professionals	Classified	\$90,586.34	\$135,879.64	20002206
2363	Environmental Assessor	B	B-13	512	N	07D	Skilled Craft	Skilled Craft Workers	Classified	\$39,241.80	\$53,235.00	20001978
2072	Environmental Compliance Technician	B	B-6	505	N	03B	Technicians	Operations Technicians	Classified	\$27,888.64	\$37,833.12	20002458
2085	Environmental Policy Manager	E	E-1	540	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000117
2121	Environmental Services Coordinator	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000187
137	Environmental Services Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000188
251	Epidemiologist	C	C-4	523	E	02C	Professionals	Health Professionals	Classified	\$42,259.36	\$63,389.04	20001984
252	Epidemiology Program Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000684
2053	Equipment Operator	A	A-5	504	N	07D	Skilled Craft	Operations Workers	Classified	\$26,561.08	\$36,032.36	20000063
7160	Equipment Technician	A	A-9	508	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$32,284.46	\$43,796.74	20000795
77	Events Services Coordinator	B	B-11	510	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$35,594.00	\$48,286.42	20000027
7900	Events Services Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003182
39	Executive Assistant	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Classified	\$59,813.78	\$101,683.40	20003356
2210	Executive Assistant to City Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Classified	\$59,813.78	\$101,683.40	20003432
2242	Executive Assistant to Mayor	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$56,246.58	\$84,370.00	20003870
2249	Executive Legal Assistant	C	C-7	526	E	02A	Professionals	Administrative Professionals	Unclassified	\$56,246.58	\$84,370.00	20000658
2357	Executive Management Assistant	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	
1076	Executive Secretary	B	B-9	508	N	06A	Office/Clerical	Administrative Clericals	Unclassified	\$32,284.46	\$43,796.74	

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job ID
1075	Executive Secretary to the City Manager	B	B-16	515	N	06A	Office/Clerical	Administrative Clericals	Unclassified	\$45,427.98	\$61,626.50	20000657
1094	Executive Secretary to the Mayor	B	B-16	515	N	06A	Office/Clerical	Administrative Clericals	Unclassified	\$45,427.98	\$61,626.50	20001231
7893	Facilities Manager	D	D-4	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000790
23	Facilities Operations Coordinator	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20000015
2268	Family Specialist	C	C-7	526	E	02D	Professionals	Community Service Professionals	Unclassified	\$56,246.58	\$84,370.00	20003632
2290	Family Support Coordinator	C	C-6	525	E	02D	Professionals	Community Service Professionals	Unclassified	\$51,133.16	\$76,699.74	20003612
2289	Family Support Supervisor	C	C-4	523	E	02D	Professionals	Community Service Professionals	Unclassified	\$42,259.36	\$63,389.04	20003611
2283	Family Support Worker	C	C-2	521	E	02D	Professionals	Community Service Professionals	Unclassified	\$34,924.76	\$52,387.14	20003607
2213	Field Operations Inspector	A	A-8	507	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$30,747.08	\$41,710.76	20003233
1001	Finance Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000586
2017	Financial Accountant I	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20001793
2018	Financial Accountant II	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20001813
2019	Financial Accountant III	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20001814
895	Financial Management Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000506
749	Financial Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001731
834	Financial Operations Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001557
2032	Financial Operations Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20001906
2278	Financial Operations Coordinator	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003520
2277	Financial Operations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003519
2252	Financial Operations Specialist	B	B-11	510	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$35,594.00	\$48,286.42	20003521
938	Financial Reporting Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001706
639	Fingerprint Classifier	B	B-3	502	N	03B	Technicians	Operations Technicians	Classified	\$24,091.86	\$32,882.52	20000369
663	Fire Captain	C	Contract	Contract	E	02H	Professionals	Fire Professionals	Contract	#N/A	#N/A	20000393
1003	Fire Chief	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000588
661	Fire Engineer	B	Contract	Contract	N	04A	Protective Services	Firefighters	Contract	#N/A	#N/A	20000391
662	Fire Lieutenant	C	Contract	Contract	N	02H	Professionals	Fire Professionals	Contract	#N/A	#N/A	20000392
669	Fire Protection Engineer	C	C-8	527	E	02E	Professionals	Engineers	Unclassified	\$61,871.42	\$92,807.26	20000399
668	Fire Protection Engineering Associate	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20000398
7161	Fire Protection Equipment Technician	A	A-12	511	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$37,373.96	\$50,701.04	20001281
672	Fire Protection Specialist	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000402
660	Firefighter	B	Contract	Contract	N	04A	Protective Services	Firefighters	Contract	#N/A	#N/A	20000390
659	Firefighter (Probationary)	B	Contract	Contract	N	04A	Protective Services	Firefighters	Contract	#N/A	#N/A	20000389
658	Firefighter Trainee	B	301	301	N	04C	Protective Services	Civilian Protective Services	Classified	#N/A	#N/A	20000388
1044	First Assistant City Attorney	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20000628
2218	Fiscal Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003133
2376	Fiscal Compliance Supervisor	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000760
2216	Fiscal Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003158
892	Fiscal Officer	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20000503
2112	Fiscal Operations Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002384
850	Fiscal Operations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000464
7714	Fleet Acquisitions Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002056
7718	Fleet Acquisitions Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000761
7717	Fleet Maintenance & Equipment Service Advisor	A	A-11	510	N	07D	Skilled Craft	Operations Workers	Classified	\$35,594.00	\$48,286.42	20000760
7422	Fleet Maintenance & Equipment Superintendent	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20000728
2057	Fleet Maintenance & Equipment Supervisor	A	A-12	511	E	07C	Skilled Craft	Operations Supervisors	Classified	\$37,373.96	\$50,701.04	20001986
7970	Fleet Maintenance Superintendent	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20000801
7770	Fleet Maintenance Technician I	A	A-5	504	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$26,561.08	\$36,032.36	20000776
7790	Fleet Maintenance Technician II	A	A-8	507	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$30,747.08	\$41,710.76	20000778
7722	Fleet Operations Coordinator	C	C-3	522	E	02B	Professionals	Operations Professionals	Classified	\$38,416.82	\$57,625.36	20000765
7720	Fleet Operations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000763
7715	Fleet Services Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000758
7723	Fuel Services Coordinator	B	B-10	509	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$33,899.58	\$45,987.50	20000766
2043	Gardener	A	A-2	501	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$23,503.74	\$31,884.84	20001959
936	General Ledger Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001707
4027	GIS Data Analyst	B	B-12	511	N	03A	Technicians	Administrative Technicians	Classified	\$37,373.96	\$50,701.04	20002934
4029	GIS Data Lead	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002780
4028	GIS Data Senior Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20002779
4030	GIS Data Supervisor	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002781
2132	Grants Administrator	E	E-1	540	E	01B	Officials/Administrators	Assistant Department Heads	Unclassified	\$80,838.68	\$161,677.10	20002585
844	Grants Management Officer	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20000458
2239	Grants Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20003334
127	Graphics Designer	B	B-12	511	E	03A	Technicians	Administrative Technicians	Classified	\$37,373.96	\$50,701.04	20000108
2187	Head Start Program Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002956
206	Health Program Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000158
282	Health Program Specialist	C	C-1	520	E	02C	Professionals	Health Professionals	Classified	\$31,749.64	\$47,624.46	20000197
863	Hearing Officer	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20000476
2345	Heavy Equipment Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003837
2346	Heavy Equipment Mechanic I	A	A-10	509	N	03B	Technicians	Operations Technicians	Classified	\$33,899.58	\$45,987.50	20003817
2347	Heavy Equipment Mechanic II	A	A-12	511	N	03B	Technicians	Operations Technicians	Classified	\$37,373.96	\$50,701.04	20003818
2348	Heavy Equipment Mechanic III	A	A-14	513	N	03B	Technicians	Operations Technicians	Classified	\$41,204.54	\$55,897.66	20003819
2343	Heavy Equipment Service Advisor	A	A-15	514	N	03B	Technicians	Operations Technicians	Classified	\$43,264.78	\$58,691.62	20003820
2344	Heavy Equipment Superintendent	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20003836
2212	Helicopter Maintenance Supervisor	A	A-18	517	E	07C	Skilled Craft	Operations Supervisors	Classified	\$50,083.80	\$67,942.16	20003136
7180	Helicopter Mechanic	A	A-15	514	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$43,264.78	\$58,691.62	20001533

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job Id
503	Historical Building Enforcement Officer	B	B-12	511	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$37,373.96	\$50,701.04	20001206
2044	Horticulturist	C	C-2	521	E	02B	Professionals	Operations Professionals	Classified	\$34,924.76	\$52,387.14	20001991
979	Housing Loan Coordinator	C	C-4	523	E	02D	Professionals	Community Service Professionals	Classified	\$42,259.36	\$63,389.04	20000570
978	Housing Loan Officer	C	C-2	521	E	02D	Professionals	Community Service Professionals	Classified	\$34,924.76	\$52,387.14	20000569
68	Human Resources Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000055
76	Human Resources Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20000062
1055	Human Resources Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000639
101	Human Resources Project Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20001483
88	Human Resources Specialist	B	B-11	510	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$35,594.00	\$48,286.42	20001082
2354	Human Services Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20003872
1030	Human Services Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000614
7630	HVAC Assistant	A	A-6	505	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$27,888.64	\$37,833.12	20000749
7616	HVAC Superintendent	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000747
7070	HVAC Supervisor	A	A-15	514	E	07A	Skilled Craft	Skilled Craft Workers	Classified	\$43,264.78	\$58,691.62	20000680
7650	HVAC Technician I	A	A-11	510	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$35,594.00	\$48,286.42	20000751
7620	HVAC Technician II	A	A-13	512	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$39,241.80	\$53,235.00	20000748
706	Information Technology Auditor I	C	C-4	523	E	02A	Professionals	Administrative Professionals	Unclassified	\$42,259.36	\$63,389.04	20000812
708	Information Technology Auditor II	C	C-6	525	E	02A	Professionals	Administrative Professionals	Unclassified	\$51,133.16	\$76,699.74	20000861
709	Information Technology Auditor III	C	C-10	529	E	02A	Professionals	Administrative Professionals	Unclassified	\$74,864.40	\$112,296.60	20000862
710	Information Technology Auditor IV	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000863
2097	Information Technology Portfolio Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002335
60	Innovation & Reform Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001760
2359	Integrated Control Center Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003883
1082	Intergovernmental Relations Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000684
53	Intergovernmental Relations Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000041
947	International Affairs Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000548
950	International Affairs Specialist	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20000549
74	International Visitor Representative	B	B-5	504	N	06A	Office/Clerical	Administrative Clericals	Classified	\$26,561.08	\$36,032.36	20000061
2022	Investment Officer	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20001787
2168	Irrigation Systems Supervisor	A	A-9	508	N	07C	Skilled Craft	Operations Supervisors	Classified	\$32,284.46	\$43,796.74	20002965
4031	IT Architect	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20002782
4034	IT Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20002785
4036	IT Security Analyst	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002787
4037	IT Security Lead	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20002788
4038	IT Security Supervisor	C	C-10	529	E	02A	Professionals	Administrative Professionals	Classified	\$74,864.40	\$112,296.60	20002789
1024	Judge	E	Set by Council	Set By Council	E	01E	Officials/Administrators	Municipal Judges	Council Appointed	#N/A	#N/A	20000608
2164	Juvenile Case Manager Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20002717
2333	Juvenile Case Manager Aide	B	B-10	509	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$33,899.58	\$45,987.50	20003731
2310	Juvenile Case Manager Attorney	C	C-7	526	E	02F	Professionals	Administrative Professionals	Unclassified	\$56,246.58	\$84,370.00	20003681
2307	Juvenile Case Manager Counselor	C	C-7	526	E	02D	Professionals	Administrative Professionals	Unclassified	\$56,246.58	\$84,370.00	20003657
2160	Juvenile Court Case Manager	C	C-2	521	E	02A	Professionals	Administrative Professionals	Classified	\$34,924.76	\$52,387.14	20002714
1131	Labor Relations Administrator	E	E-1	540	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$80,838.68	\$161,677.10	20003525
234	Laboratory Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000174
232	Laboratory Technician II	B	B-7	506	N	03C	Technicians	Health Technicians	Classified	\$29,282.50	\$39,724.10	20000173
215	Laboratory Technologist I	C	C-1	520	E	02C	Professionals	Health Professionals	Classified	\$31,749.64	\$47,624.46	20000161
216	Laboratory Technologist II	C	C-2	521	E	02C	Professionals	Health Professionals	Classified	\$34,924.76	\$52,387.14	20000162
494	Landscape Architect	C	C-8	527	E	02D	Professionals	Community Service Professionals	Unclassified	\$61,871.42	\$92,807.26	20000274
134	Landscape Irrigator	A	A-4	503	N	07D	Skilled Craft	Operations Workers	Classified	\$25,295.92	\$34,316.10	20000114
642	Latent Fingerprint Examiner	B	B-9	508	N	04C	Protective Services	Civilian Protective Services	Classified	\$32,284.46	\$43,796.74	20000372
4008	Lead Business Analyst	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002763
2286	Lead Employee Relations Business Partner	C	C-7	526	E	02A	Professionals	Administrative Professionals	Unclassified	\$56,246.58	\$84,370.00	20003529
4032	Lead IT Architect	C	C-10	529	E	02A	Professionals	Administrative Professionals	Classified	\$74,864.40	\$112,296.60	20002783
7991	Lead Veterinary Technician	B	B-11	510	N	03C	Technicians	Health Technicians	Classified	\$35,594.00	\$48,286.42	20003684
57	Legal Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000045
93	Legal Secretary	B	B-8	507	N	06A	Office/Clerical	Administrative Clericals	Classified	\$30,747.08	\$41,710.76	20000078
954	Librarian I	C	C-3	522	E	02G	Professionals	Librarians	Classified	\$38,416.82	\$57,625.36	20000552
955	Librarian II	C	C-4	523	E	02G	Professionals	Librarians	Classified	\$42,259.36	\$63,389.04	20000553
956	Librarian III	C	C-5	524	E	02G	Professionals	Librarians	Classified	\$46,484.88	\$69,727.32	20000554
963	Librarian IV	C	C-6	525	E	02G	Professionals	Librarians	Classified	\$51,133.16	\$76,699.74	20000560
953	Library Aide	B	B-1	500	N	06B	Office/Clerical	Operations Clericals	Unclassified	\$22,930.44	\$31,107.18	20000551
2073	Library Assistant	B	B-9	508	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$32,284.46	\$43,796.74	20001979
2074	Library Circulation Attendant	B	B-3	502	N	06B	Office/Clerical	Operations Clericals	Classified	\$24,091.86	\$32,682.52	20001980
1017	Library Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000601
957	Library Services Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000555
2324	Library Services Lead	C	C-5	524	E	02G	Professionals	Librarians	Classified	\$46,484.88	\$69,727.32	20003861
2325	Library Services Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003857
2309	Library Services Specialist	C	C-3	522	E	02G	Professionals	Librarians	Classified	\$38,416.82	\$57,625.36	20003862
267	Licensed Vocational Nurse	B	B-10	509	N	03C	Technicians	Health Technicians	Classified	\$33,899.58	\$45,987.50	20000193
432	Lifeguard	A	A-1	500	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$22,930.44	\$31,107.18	20000226
4039	Mainframe Application Solutions Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002935
4041	Mainframe Applications Solutions Lead	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002791
4040	Mainframe Applications Solutions Senior Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002790
4042	Mainframe Applications Solutions Supervisor	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20002792
4044	Mainframe System Administration Engineer	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002794

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job ID
4043	Mainframe System Administrator	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002793
7040	Maintenance Crew Leader	A	A-4	503	N	06A	Service/Maintenance	Maintenance Supervisors	Classified	\$25,295.92	\$34,316.10	20000678
2045	Maintenance Crew Leader II	A	A-6	505	N	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$27,888.64	\$37,833.12	20001964
7579	Maintenance Worker	A	A-1	500	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$22,930.44	\$31,107.18	20000740
1068	Management & Budget Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000652
46	Management Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20000034
949	Management Intern	C	C-5	524	E	02A	Professionals	Administrative Professionals	Unclassified	\$46,484.88	\$69,727.32	20001907
37	Marketing Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000025
945	Marketing Specialist	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20000547
2262	Master Data Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20003523
2263	Master Data Senior Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003522
7800	Master Fleet Maintenance Tech	A	A-11	510	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$35,594.00	\$48,286.42	20000779
2258	Master Teacher	C	C-8	527	E	02A	Professionals	Administrative Professionals	Unclassified	\$61,871.42	\$92,807.26	20003510
1	Mayor	M	M-1	560	E	01C			Unclassified	\$45,722.04	\$61,725.04	20003875
2051	Mechanic II	A	A-5	504	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$26,561.08	\$36,032.36	20001982
2152	Media Relations Manager	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002737
2240	Medical Director	D	D-6	537	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$90,968.28	\$154,646.18	20003335
2143	Merchandising Associate	B	B-5	504	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$26,561.08	\$36,032.36	20002738
4046	Messaging System Administration Engineer	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002796
4045	Messaging System Administrator	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002795
1105	Military Affairs Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20001736
2303	Missing Persons Agent	B	B-9	508	N	04C	Protective Services	Civilian Protective Services	Classified	\$32,284.46	\$43,796.74	20003813
2362	Missing Persons Supervisor	B	B-11	510	E	04C	Protective Services	Civilian Protective Services	Classified	\$35,594.00	\$48,286.42	20003874
2255	Mobility Services Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003509
2351	Multimedia Art & Content Engineer	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20003882
960	Multi-Service Center Supervisor	A	A-14	513	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$41,204.54	\$55,897.66	20000557
2329	Municipal Court Accounting Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003683
692	Municipal Court Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001381
1098	Municipal Court Clerk	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20001590
2138	Municipal Court Coordinator	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20002657
2037	Municipal Court Legal Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20001909
699	Municipal Court Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000416
2292	Municipal Court of Record Clerk	B	B-9	508	N	06A	Office/Clerical	Administrative Clericals	Classified	\$32,284.46	\$43,796.74	20003615
59	Municipal Integrity Investigator	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20000046
454	Nature Preserve Officer	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20001282
846	Neighborhood Renewal Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000460
517	Neighborhood Services Coordinator	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000294
2170	Neighborhood Services Supervisor	A	A-8	507	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$30,747.08	\$41,710.76	20002881
4048	Network Administrator	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002798
4047	Network Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20002797
4049	Network Engineer	C	C-10	529	E	02A	Professionals	Administrative Professionals	Classified	\$74,864.40	\$112,296.60	20002799
243	Nurse Practitioner	C	C-8	527	E	02J	Professionals	Nurses	Classified	\$61,871.42	\$92,807.26	20000180
984	Nutrition Site Supervisor	B	B-5	504	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$26,561.08	\$36,032.36	20000572
286	Nutritionist	C	C-2	521	E	02C	Professionals	Health Professionals	Classified	\$34,924.76	\$52,387.14	20000200
2046	Painter	A	A-6	505	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$27,888.64	\$37,833.12	20001962
15	Paralegal	B	B-11	510	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$35,594.00	\$48,286.42	20000010
2133	Park Community Service Liaison	B	B-8	507	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$30,747.08	\$41,710.76	20002560
2134	Park Community Service Liaison Supervisor	B	B-11	510	N	05E	Para-Professionals	Para-Professional Supervisors	Classified	\$35,594.00	\$48,286.42	20002561
673	Park Police Captain	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000403
2150	Park Police Commander	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20002588
622	Park Police Lieutenant	G	G-4	573	N	04C	Protective Services	Civilian Protective Services	Classified	\$55,973.40	\$73,219.38	20000352
626	Park Police Officer	G	G-1	570	N	04C	Protective Services	Civilian Protective Services	Classified	\$40,700.14	\$55,213.08	20000356
625	Park Police Sergeant	G	G-3	572	N	04C	Protective Services	Civilian Protective Services	Classified	\$49,121.28	\$66,636.96	20000355
810	Parking Attendant	B	B-2	501	N	06B	Office/Clerical	Operations Clericals	Classified	\$23,503.74	\$31,884.84	20000426
670	Parking Enforcement Officer	B	B-3	502	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$24,091.86	\$32,682.52	20000400
675	Parking Enforcement Supervisor	B	B-7	506	E	05B	Para-Professionals	Operations Para-Professionals	Classified	\$29,282.50	\$39,724.10	20000405
7940	Parking Meter Technician	B	B-2	501	N	03B	Technicians	Operations Technicians	Classified	\$23,503.74	\$31,884.84	20000798
7960	Parking Meter Technician Supervisor	B	B-5	504	N	03D	Technicians	Technical Supervisors	Classified	\$26,561.08	\$36,032.36	20000800
676	Parking Operations & Enforcement Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000406
805	Parking Superintendent	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20000421
806	Parking Supervisor	B	B-7	506	E	05B	Para-Professionals	Operations Para-Professionals	Classified	\$29,282.50	\$39,724.10	20000422
1006	Parks & Recreation Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000591
2172	Parks and Recreation Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20002962
418	Parks Construction Supervisor	A	A-9	508	E	07C	Skilled Craft	Operations Supervisors	Classified	\$32,284.46	\$43,796.74	20000216
499	Parks Naturalist	C	C-2	521	E	02B	Professionals	Operations Professionals	Classified	\$34,924.76	\$52,387.14	20000279
409	Parks Operations Supervisor	A	A-15	514	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$43,264.78	\$58,691.62	20000210
904	Payroll Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001710
2029	Payroll Specialist I	B	B-8	507	N	06A	Office/Clerical	Administrative Clericals	Classified	\$30,747.08	\$41,710.76	20001866
2030	Payroll Specialist II	B	B-11	510	N	06A	Office/Clerical	Administrative Clericals	Classified	\$35,594.00	\$48,286.42	20001867
222	Peer Counselor	B	B-2	501	N	05C	Para-Professionals	Health Para-Professionals	Classified	\$23,503.74	\$31,884.84	20001076
48	Performance & Management Specialist	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20000036
644	Personnel Investigator	B	B-6	505	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$27,888.64	\$37,833.12	20000374
640	Photographer	B	B-10	509	N	03A	Technicians	Administrative Technicians	Classified	\$33,899.58	\$45,987.50	20000370
160	Planner	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20000137

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job ID
1008	Planning & Community Development Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000593
1011	Planning & Development Services Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000595
2342	Planning Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003834
2206	Planning Coordinator	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003156
162	Planning Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000139
573	Plans Coordinator	B	B-11	510	N	03A	Technicians	Administrative Technicians	Classified	\$35,594.00	\$48,286.42	20000325
577	Plans Examiner I	B	B-7	506	N	03A	Technicians	Administrative Technicians	Classified	\$29,282.50	\$39,724.10	20000328
575	Plans Examiner II	B	B-11	510	N	03A	Technicians	Administrative Technicians	Classified	\$35,594.00	\$48,286.42	20000326
2243	Plans Examiner Supervisor	B	B-19	518	E	05E	Para-Professionals	Para-Professional Supervisors	Classified	\$52,588.38	\$71,340.88	20003457
7780	Plumber Assistant	A	A-6	505	N	07B	Skilled Craft	Apprentices	Classified	\$27,888.64	\$37,833.12	20000777
2373	Plumber I	B	B-9	508	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$32,284.46	\$43,796.74	20004006
7710	Plumber II	A	A-11	510	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$35,594.00	\$48,286.42	20000757
7640	Plumbing Supervisor	A	A-17	516	E	07C	Skilled Craft	Operations Supervisors	Classified	\$47,699.34	\$64,708.02	20000750
698	Police Administration & Records Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000415
2378	Police Audio/Video Record Specialist	B	B-13	512	N	03B	Technicians	Operations Technicians	Classified	\$39,241.80	\$53,235.00	20004034
602	Police Cadet	B	304	304	N	04C	Protective Services	Civilian Protective Services	Classified	#N/A	#N/A	20000333
606	Police Captain	C	Contract	Contract	E	02I	Professionals	Police Professionals	Contract	#N/A	#N/A	20000337
1002	Police Chief	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000587
2311	Police Communications Assistant Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003706
641	Police Communications Call Taker	B	B-9	508	N	06B	Office/Clerical	Operations Clericals	Classified	\$32,284.46	\$43,796.74	20000371
616	Police Communications Dispatcher	B	B-12	511	N	06B	Office/Clerical	Operations Clericals	Classified	\$37,373.96	\$50,701.04	20000347
2082	Police Communications Expediter	B	B-10	509	N	06B	Office/Clerical	Operations Clericals	Classified	\$33,899.58	\$45,987.50	20002081
2233	Police Communications Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003232
81	Police Communications Supervisor	B	B-13	512	N	06B	Office/Clerical	Operations Clericals	Classified	\$39,241.80	\$53,235.00	20000067
2300	Police Court Liaison	B	B-2	501	N	06B	Office/Clerical	Operations Clericals	Classified	\$23,503.74	\$31,884.84	20003831
603	Police Detective Investigator	B	Contract	Contract	N	04B	Protective Services	Police Officers	Contract	#N/A	#N/A	20000334
2301	Police Fleet Service Agent	B	B-2	501	N	04C	Protective Services	Civilian Protective Services	Classified	\$23,503.74	\$31,884.84	20003832
605	Police Lieutenant	C	Contract	Contract	E	02I	Professionals	Police Professionals	Contract	#N/A	#N/A	20000336
600	Police Officer	B	Contract	Contract	N	04B	Protective Services	Police Officers	Contract	#N/A	#N/A	20000331
601	Police Officer (Probationary)	B	Contract	Contract	N	04B	Protective Services	Police Officers	Contract	#N/A	#N/A	20000332
2367	Police Payroll Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003885
604	Police Sergeant	B	Contract	Contract	E	04B	Protective Services	Police Officers	Contract	#N/A	#N/A	20000335
657	Police Services Agent	B	B-2	501	N	04C	Protective Services	Civilian Protective Services	Classified	\$23,503.74	\$31,884.84	20000387
633	Police Services Officer	B	304	304	N	04B	Protective Services	Police Officers	Classified	#N/A	#N/A	20000363
653	Police Services Supervisor	B	B-11	510	E	04C	Protective Services	Civilian Protective Services	Classified	\$35,594.00	\$48,286.42	20000383
1023	Presiding Judge	E	Set by Council	Set By Council	E	01E	Officials/Administrators	Municipal Judges	Council Appointed	#N/A	#N/A	20000607
2205	Principal Planner	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20003095
2052	Printer	A	A-5	504	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$26,561.08	\$36,032.36	20001983
2193	Procurement Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20003085
2192	Procurement Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003084
2189	Procurement Specialist I	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20003081
2190	Procurement Specialist II	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20003082
2191	Procurement Specialist III	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003083
2276	Professional Development Coach	C	C-9	528	E	02A	Professionals	Administrative Professionals	Unclassified	\$68,058.64	\$102,087.96	20003526
914	Program Counselor	B	B-4	503	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$25,295.92	\$34,316.10	20000523
918	Program Manager	C	C-4	523	E	02D	Professionals	Community Service Professionals	Classified	\$42,259.36	\$63,389.04	20000527
154	Project Control Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000132
2130	Project Management Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002556
2128	Project Manager	C	C-7	526	E	02A	Professionals	Administrative Professionals	Unclassified	\$56,246.58	\$84,370.00	20002581
2355	Promise Zone Programs Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003871
2304	Property Control Agent I	B	B-5	504	N	06B	Office/Clerical	Operations Clericals	Classified	\$26,561.08	\$36,032.36	20003814
2305	Property Control Agent II	B	B-9	508	N	06B	Office/Clerical	Operations Clericals	Classified	\$32,284.46	\$43,796.74	20003815
2306	Property Control Agent III	B	B-12	511	N	06B	Office/Clerical	Operations Clericals	Classified	\$37,373.96	\$50,701.04	20003816
19	Property Room Supervisor	B	B-15	514	E	06C	Office/Clerical	Administrative Supervisors	Classified	\$43,264.78	\$58,691.62	20001331
264	Psychologist	C	C-9	528	E	02A	Professionals	Administrative Professionals	Unclassified	\$68,058.64	\$102,087.96	20000192
2131	Public Art Specialist	C	C-2	521	E	02A	Professionals	Administrative Professionals	Classified	\$34,924.76	\$52,387.14	20002557
2207	Public Arts Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003181
2380	Public Engagement Officer	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20004031
239	Public Health Aide	B	B-2	501	N	05C	Para-Professionals	Health Para-Professionals	Classified	\$23,503.74	\$31,884.84	20000177
1005	Public Health Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000590
246	Public Health Nurse	C	C-6	525	E	02J	Professionals	Nurses	Classified	\$51,133.16	\$76,699.74	20000182
247	Public Health Nursing Supervisor	C	C-7	526	E	02J	Professionals	Nurses	Classified	\$56,246.58	\$84,370.00	20000183
71	Public Information Officer	C	C-3	522	E	02D	Professionals	Community Service Professionals	Classified	\$38,416.82	\$57,625.36	20000058
80	Public Relations Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20000066
2064	Public Service Associate	B	B-2	501	N	06B	Office/Clerical	Operations Clericals	Classified	\$23,503.74	\$31,884.84	20001970
2042	Public Service Attendant	A	A-1	500	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$22,930.44	\$31,107.18	20001958
2056	Public Service Attendant Supervisor	A	A-4	503	N	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$25,295.92	\$34,316.10	20001985
2326	Public Services Administrator	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003856
2203	Public Utilities Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20003093
2215	Public Works Operations Lead	A	A-9	508	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$32,284.46	\$43,796.74	20003234
7261	Public Works Operations Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20001790
7250	Public Works Operations Superintendent	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20001809
2214	Public Works Operations Supervisor	A	A-11	510	E	07A	Skilled Craft	Skilled Craft Workers	Classified	\$35,594.00	\$48,286.42	20003235
7600	Pump Mechanic Supervisor	A	A-7	506	E	07C	Skilled Craft	Operations Supervisors	Classified	\$29,282.50	\$39,724.10	20000745

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job ID
4051	Radio Services Analyst	C	C-2	521	E	02B	Professionals	Operations Professionals	Classified	\$34,924.76	\$52,387.14	20002801
4052	Radio Services Engineer	C	C-7	526	E	02B	Professionals	Operations Professionals	Classified	\$56,246.58	\$84,370.00	20002802
4053	Radio Services Supervisor	C	C-4	523	E	02B	Professionals	Operations Professionals	Classified	\$42,259.36	\$63,389.04	20002803
4050	Radio Services Technician	B	B-9	508	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$32,284.46	\$43,796.74	20002800
182	Rate Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20000146
149	Real Estate Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000128
151	Real Estate Specialist	C	C-2	521	E	02B	Professionals	Operations Professionals	Classified	\$34,924.76	\$52,387.14	20000130
126	Real Estate Supervisor	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000107
7	Records Supervisor	B	B-6	505	E	06B	Office/Clerical	Operations Clericals	Classified	\$27,888.64	\$37,833.12	20000003
431	Recreation Assistant	A	A-1	500	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$22,930.44	\$31,107.18	20000225
2066	Recreation Coordinator	Temp	Temp	401	E	05D	Para-Professionals	Community Service Para-Professionals	Temporary	#N/A	#N/A	20001972
2173	Recreation Instructor	C	C-1	520	E	02D	Professionals	Community Service Professionals	Classified	\$31,749.64	\$47,624.46	20002961
450	Recreation Specialist	B	B-4	503	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$25,295.92	\$34,316.10	20000239
2174	Recreation Supervisor	B	B-10	509	E	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$33,899.58	\$45,987.50	20002960
2234	Redevelopment Officer	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20003231
288	Registered Dietician	C	C-4	523	E	02C	Professionals	Health Professionals	Classified	\$42,259.36	\$63,389.04	20000202
2107	Rescue-Foster Coordinator	B	B-9	508	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$32,284.46	\$43,796.74	20002358
2001	Risk Analyst	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20001806
2334	Safety Coordinator	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20003808
91	Safety Specialist	C	C-1	520	E	02A	Professionals	Administrative Professionals	Classified	\$31,749.64	\$47,624.46	20000076
2335	Safety Supervisor	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20003806
51	Sales & Marketing Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000039
2144	Sales Manager	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002707
200	Sanitarian I	B	B-12	511	N	05C	Para-Professionals	Health Para-Professionals	Classified	\$37,373.96	\$50,701.04	20000152
202	Sanitarian II	B	B-15	514	N	05C	Para-Professionals	Health Para-Professionals	Classified	\$43,264.78	\$58,691.62	20000154
203	Sanitarian Services Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000155
4054	SAP Basis Administrator	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002804
4056	SAP Business Solutions Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002936
4058	SAP Business Solutions Lead	C	C-10	529	E	02A	Professionals	Administrative Professionals	Classified	\$74,864.40	\$112,296.60	20002807
4057	SAP Business Solutions Senior Analyst	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002806
4059	SAP Business Solutions Supervisor	C	C-11	530	E	02A	Professionals	Administrative Professionals	Classified	\$82,350.06	\$123,525.22	20002808
4060	SAP Development Analyst	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002809
4062	SAP Development Lead	C	C-11	530	E	02A	Professionals	Administrative Professionals	Classified	\$82,350.06	\$123,525.22	20002811
4061	SAP Development Senior Analyst	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20002810
4063	SAP Development Supervisor	C	C-12	531	E	02A	Professionals	Administrative Professionals	Classified	\$90,586.34	\$135,879.64	20002739
623	School Crossing Guard	A	A-1	500	N	08B	Service/Maintenance	Maintenance Workers	Unclassified	\$22,930.44	\$31,107.18	20000353
624	School Crossing Guard Supervisor	A	A-4	503	N	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$25,295.92	\$34,316.10	20000354
2270	School Nurse	C	C-6	525	E	02J	Professionals	Nurses	Unclassified	\$51,133.16	\$76,699.74	20003530
651	Security Guard Chief	B	B-9	508	E	04C	Protective Services	Civilian Protective Services	Classified	\$32,284.46	\$43,796.74	20000381
634	Security Guard I	B	B-2	501	N	04C	Protective Services	Civilian Protective Services	Classified	\$23,503.74	\$31,884.84	20000364
635	Security Guard II	B	B-4	503	N	04C	Protective Services	Civilian Protective Services	Classified	\$25,295.92	\$34,316.10	20000365
2219	Senior Accountant	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20003134
42	Senior Administrative Assistant	C	C-2	521	E	02A	Professionals	Administrative Professionals	Classified	\$34,924.76	\$52,387.14	20000030
2123	Senior Architect	C	C-9	528	E	02A	Professionals	Administrative Professionals	Unclassified	\$68,058.64	\$102,087.96	20002507
7743	Senior Audio Visual Technician	B	B-8	507	N	03B	Technicians	Operations Technicians	Classified	\$30,747.08	\$41,710.76	20000770
7890	Senior Building Maintenance Supervisor	A	A-16	515	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$45,427.98	\$61,626.50	20000787
4007	Senior Business Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002762
803	Senior Cashier	B	B-4	503	N	06A	Office/Clerical	Administrative Clericals	Classified	\$25,295.92	\$34,316.10	20000419
2358	Senior Center Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003906
975	Senior Circulation Attendant	B	B-4	503	N	06B	Office/Clerical	Operations Clericals	Classified	\$25,295.92	\$34,316.10	20000568
2077	Senior Code Enforcement Officer	B	B-12	511	N	05D	Para-Professionals	Community Service Para-Professionals	Classified	\$37,373.96	\$50,701.04	20002606
555	Senior Construction Inspector	A	A-15	514	N	07D	Skilled Craft	Operations Workers	Classified	\$43,264.78	\$58,691.62	20000314
2383	Senior Council Aide	C	C-6	525	E	02A	Professionals	Administrative Professionals	Unclassified	\$51,133.16	\$76,699.74	20000314
645	Senior Crime Scene Investigator	B	B-9	508	N	06A	Office/Clerical	Administrative Clericals	Classified	\$32,284.46	\$43,796.74	20000375
2007	Senior Crime Scene Investigator	B	B-16	515	N	04C	Protective Services	Civilian Protective Services	Classified	\$45,427.98	\$61,626.50	20003092
910	Senior Customer Service Representative	B	B-4	503	N	06A	Office/Clerical	Administrative Clericals	Classified	\$25,295.92	\$34,316.10	20000519
4022	Senior Database Administrator	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20002713
2251	Senior Development Services Inspector	A	A-15	514	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$43,264.78	\$58,691.62	20003514
2088	Senior Development Services Representative	B	B-4	503	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$25,295.92	\$34,316.10	20002307
532	Senior Development Services Specialist	B	B-12	511	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$37,373.96	\$50,701.04	20000307
923	Senior Economic Development Specialist	C	C-6	525	E	02D	Professionals	Community Service Professionals	Classified	\$51,133.16	\$76,699.74	20000532
7177	Senior Electronic Technician	B	B-10	509	N	03B	Technicians	Operations Technicians	Classified	\$33,899.58	\$45,987.50	20000690
142	Senior Engineer	D	D-5	536	E	02E	Professionals	Engineers	Unclassified	\$79,103.18	\$134,475.38	20000122
143	Senior Engineering Associate	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000123
132	Senior Engineering Technician	B	B-12	511	N	03B	Technicians	Operations Technicians	Classified	\$37,373.96	\$50,701.04	20000112
2364	Senior Environmental Assessor	B	B-14	513	N	07D	Skilled Craft	Skilled Craft Workers	Classified	\$41,204.54	\$55,897.66	20003982
237	Senior Environmental Protection Officer	C	C-4	523	E	02C	Professionals	Health Professionals	Classified	\$42,259.36	\$63,389.04	20000175
7420	Senior Equipment Operator	A	A-7	506	N	07D	Skilled Craft	Operations Workers	Classified	\$29,282.50	\$39,724.10	20000726
177	Senior Events Services Coordinator	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20000145
1066	Senior Executive Secretary	B	B-11	510	N	06A	Office/Clerical	Administrative Clericals	Unclassified	\$35,594.00	\$48,286.42	20000650
667	Senior Fire Protection Engineer	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000397
489	Senior Horticulturist	C	C-3	522	E	02B	Professionals	Operations Professionals	Classified	\$38,416.82	\$57,625.36	20000269
830	Senior Human Resources Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20000446
100	Senior Human Resources Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000085

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job id
438	Senior Human Resources Specialist	B	B-13	512	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$39,241.80	\$53,235.00	20001858
2078	Senior International Affairs Specialist	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002007
4035	Senior IT Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002786
2161	Senior Juvenile Court Case Manager	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20002715
999	Senior Management Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20000584
997	Senior Management Coordinator	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20000583
2293	Senior Municipal Court of Record Clerk	B	B-13	512	N	06A	Office/Clerical	Administrative Clericals	Classified	\$39,241.80	\$53,235.00	20003616
9	Senior Office Assistant	B	B-2	501	N	06A	Office/Clerical	Administrative Clericals	Classified	\$23,503.74	\$31,884.84	20000005
58	Senior Performance & Management Specialist	C	C-9	528	E	02A	Professionals	Administrative Professionals	Classified	\$68,058.64	\$102,087.96	20002559
161	Senior Planner	C	C-5	524	E	02D	Professionals	Community Service Professionals	Classified	\$46,484.88	\$69,727.32	20000138
576	Senior Plans Examiner	B	B-15	514	N	03A	Technicians	Administrative Technicians	Classified	\$43,264.78	\$58,691.62	20000327
2302	Senior Police Fleet Service Agent	B	B-9	508	N	04C	Protective Services	Civilian Protective Services	Classified	\$32,284.46	\$43,796.74	20003812
652	Senior Police Services Agent	B	B-9	508	N	04C	Protective Services	Civilian Protective Services	Classified	\$32,284.46	\$43,796.74	20000382
912	Senior Project Management Specialist	C	C-1	520	E	02D	Professionals	Community Service Professionals	Classified	\$31,749.64	\$47,624.46	20000521
2129	Senior Project Manager	C	C-9	528	E	02A	Professionals	Administrative Professionals	Unclassified	\$68,058.64	\$102,087.96	20002582
244	Senior Public Health Nurse	C	C-5	524	E	02J	Professionals	Nurses	Classified	\$46,484.88	\$69,727.32	20000181
261	Senior Public Health Physician	C	C-12	531	E	02K	Professionals	Doctors	Unclassified	\$90,586.34	\$135,879.64	20000190
73	Senior Public Information Officer	C	C-5	524	E	02D	Professionals	Community Service Professionals	Classified	\$46,484.88	\$69,727.32	20000060
2065	Senior Public Service Associate	B	B-4	503	N	06B	Office/Clerical	Operations Clericals	Classified	\$25,295.92	\$34,316.10	20001971
2264	Senior Rate Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20003518
125	Senior Real Estate Specialist	C	C-5	524	E	02B	Professionals	Operations Professionals	Classified	\$46,484.88	\$69,727.32	20000106
849	Senior Records Technician	B	B-2	501	N	06A	Office/Clerical	Administrative Clericals	Classified	\$23,503.74	\$31,884.84	20000463
833	Senior Risk Analyst	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20001583
2122	Senior Sales Manager	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002708
204	Senior Sanitarian	B	B-17	516	E	05E	Para-Professionals	Para-Professional Supervisors	Classified	\$47,699.34	\$64,708.02	20000156
4055	Senior SAP Basis Administrator	C	C-10	529	E	02A	Professionals	Administrative Professionals	Classified	\$74,864.40	\$112,296.60	20002805
2135	Senior Services Manager	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20002736
95	Senior Special Projects Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000080
2069	Senior Stock Clerk	B	B-3	502	N	06B	Office/Clerical	Operations Clericals	Classified	\$24,091.86	\$32,682.52	20001975
2295	Senior Warrant Officer	B	B-13	512	N	04C	Protective Services	Civilian Protective Services	Classified	\$39,241.80	\$53,235.00	20003617
87	Services & Supply Superintendent	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20000073
2145	Services Manager	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002734
7012	Side Loader Equipment Operator	A	A-7	506	N	07D	Skilled Craft	Operations Workers	Classified	\$29,282.50	\$39,724.10	20000850
119	Sign Fabricator	A	A-6	505	N	07A	Skilled Craft	Skilled Craft Workers	Classified	\$27,888.64	\$37,833.12	20000100
906	Social Services Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000515
2341	Solid Waste Administrator	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20003835
7280	Solid Waste Collection Route Supervisor	A	A-12	511	E	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$37,373.96	\$50,701.04	20000716
7011	Solid Waste Collection Truck Driver	A	A-4	503	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$25,295.92	\$34,316.10	20000676
7010	Solid Waste Collection Worker	A	A-3	502	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$24,091.86	\$32,682.52	20000675
7271	Solid Waste District Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000712
1087	Solid Waste Management Director	E	E-2	541	E	01A	Officials/Administrators	Executives & Department Heads	Unclassified	\$100,351.42	\$200,702.32	20000669
7265	Solid Waste Manager	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000710
7272	Solid Waste Recycling Coordinator	C	C-2	521	E	02A	Professionals	Administrative Professionals	Classified	\$34,924.76	\$52,387.14	20000713
7013	Solid Waste Route Inspector	B	B-6	505	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$27,888.64	\$37,833.12	20001208
47	Special Activities Coordinator	B	B-11	510	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$35,594.00	\$48,286.42	20000035
471	Special Programs Supervisor	C	C-1	520	E	02D	Professionals	Community Service Professionals	Classified	\$31,749.64	\$47,624.46	20000254
866	Special Projects Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20000479
7741	Stage Manager	B	B-8	507	N	03D	Technicians	Technical Supervisors	Classified	\$30,747.08	\$41,710.76	20000768
21	Stock Clerk	B	B-2	501	N	06B	Office/Clerical	Operations Clericals	Classified	\$23,503.74	\$31,884.84	20000014
28	Stock Control Crew Leader	B	B-5	504	N	06B	Office/Clerical	Operations Clericals	Classified	\$26,561.08	\$36,032.36	20000018
26	Stock Control Supervisor	B	B-12	511	E	06C	Office/Clerical	Administrative Supervisors	Classified	\$37,373.96	\$50,701.04	20000017
9101	Student Intern I	Temp	Temp	400	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	#N/A	#N/A	20002681
9104	Student Intern I (Unpaid)	Temp	Temp	499	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	#N/A	#N/A	20002710
9102	Student Intern II	Temp	Temp	401	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	#N/A	#N/A	20002682
9105	Student Intern II (Unpaid)	Temp	Temp	499	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	#N/A	#N/A	20002711
9103	Student Intern III	Temp	Temp	405	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	#N/A	#N/A	20002683
9106	Student Intern III (Unpaid)	Temp	Temp	499	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	#N/A	#N/A	20002733
110	Survey Party Chief	B	B-6	505	N	03B	Technicians	Operations Technicians	Classified	\$27,888.64	\$37,833.12	20000093
111	Surveying Supervisor	B	B-15	514	E	03B	Technicians	Operations Technicians	Classified	\$43,264.78	\$58,691.62	20000094
2068	Surveyor	B	B-3	502	N	03B	Technicians	Operations Technicians	Classified	\$24,091.86	\$32,682.52	20001974
437	Swimming Pool Supervisor	A	A-4	503	N	08A	Service/Maintenance	Maintenance Supervisors	Classified	\$25,295.92	\$34,316.10	20000230
4064	System Administration Analyst	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20002812
4066	System Administration Engineer	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002814
4065	System Administrator	C	C-6	525	E	02A	Professionals	Administrative Professionals	Classified	\$51,133.16	\$76,699.74	20002813
831	Tax Assessor/Collector Administrator	D	D-4	535	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$68,785.34	\$116,935.00	20000447
2260	Teacher	C	C-6	525	E	02A	Professionals	Administrative Professionals	Unclassified	\$51,133.16	\$76,699.74	20003511
2265	Teacher Assistant I	B	B-1	500	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	\$22,930.44	\$31,107.18	20003613
2259	Teacher Assistant II	B	B-5	504	N	05A	Para-Professionals	Administrative Para-Professionals	Unclassified	\$26,561.08	\$36,032.36	20003512
2104	Technical Security Manager	D	D-5	536	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$79,103.18	\$134,475.38	20002313
7742	Technical Systems Supervisor	B	B-10	509	N	03D	Technicians	Technical Supervisors	Classified	\$33,899.58	\$45,987.50	20000769
4068	Technical Writing Analyst	B	B-11	510	N	03A	Technicians	Administrative Technicians	Classified	\$35,594.00	\$48,286.42	20002816
4069	Technical Writing Lead	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20002817
4067	Technical Writing Technician	B	B-9	508	N	03A	Technicians	Administrative Technicians	Classified	\$32,284.46	\$43,796.74	20002815
4070	Technology Expert	C	C-12	531	E	02A	Professionals	Administrative Professionals	Unclassified	\$90,586.34	\$135,879.64	20002818

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Plan FY 2016
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	EEO Text COSA	EEO Text	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM	SAP Job ID
4072	Telecommunications Administrator	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002820
4071	Telecommunications Analyst	C	C-4	523	E	02A	Professionals	Administrative Professionals	Classified	\$42,259.36	\$63,389.04	20002819
7745	Television Director	B	B-9	508	N	03A	Technicians	Administrative Technicians	Classified	\$32,284.46	\$43,796.74	20001534
183	Television Programming Coordinator	B	B-13	512	N	03D	Technicians	Technical Supervisors	Classified	\$39,241.80	\$53,235.00	20001506
9005	Temporary Employee	Temp	Temp	400	N	06B	Office/Clerical	Operations Clericals	Temporary	#N/A	#N/A	20000809
9002	Temporary Office Clerical Employee	Temp	Temp	400	N	06B	Office/Clerical	Operations Clericals	Temporary	#N/A	#N/A	20000806
9003	Temporary Summer Employee	Temp	Temp	400	N	06B	Office/Clerical	Operations Clericals	Temporary	#N/A	#N/A	20000807
2031	Time and Attendance Coordinator	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20001863
2222	Time and Attendance Manager	D	D-2	533	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$52,011.44	\$88,419.50	20003162
2197	Time and Attendance Specialist	B	B-5	504	N	06A	Office/Clerical	Administrative Clericals	Classified	\$26,561.08	\$36,032.36	20003157
7765	Tire Repairer	A	A-2	501	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$23,503.74	\$31,884.84	20000775
2194	Tourism Sales Manager	C	C-7	526	E	02A	Professionals	Administrative Professionals	Classified	\$56,246.58	\$84,370.00	20003507
687	Traffic Analyst	B	B-5	504	N	05A	Para-Professionals	Administrative Para-Professionals	Classified	\$26,561.08	\$36,032.36	20000408
2070	Traffic Signal Technician	B	B-9	508	N	03B	Technicians	Operations Technicians	Classified	\$32,284.46	\$43,796.74	20001976
7210	Traffic Signals Supervisor	A	A-12	511	E	07C	Skilled Craft	Operations Supervisors	Classified	\$37,373.96	\$50,701.04	20000699
92	Training Officer	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20000077
1137	Transportation & Capital Improvements Director	E	E-2	541	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$100,351.42	\$200,702.32	
567	Transportation Inspector II	B	B-6	505	N	05B	Para-Professionals	Operations Para-Professionals	Classified	\$27,888.64	\$37,833.12	20000323
2230	Transportation Planner	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20003256
2232	Transportation Planning Manager	D	D-3	534	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$59,813.78	\$101,683.40	20003166
2231	Transportation Senior Planner	C	C-5	524	E	02A	Professionals	Administrative Professionals	Classified	\$46,484.88	\$69,727.32	20003257
568	Transportation Services Manager	D	D-1	532	E	01C	Officials/Administrators	Division & Kindred Managers	Unclassified	\$45,227.78	\$76,887.20	20000324
408	Tree Preservation/ Landscape Inspector	A	A-11	510	N	07D	Skilled Craft	Operations Workers	Classified	\$35,594.00	\$48,286.42	20000209
7370	Truck Driver	A	A-3	502	N	08B	Service/Maintenance	Maintenance Workers	Classified	\$24,091.86	\$32,682.52	20000722
4075	UNIX System Administration Engineer	C	C-11	530	E	02A	Professionals	Administrative Professionals	Classified	\$82,350.06	\$123,525.22	20002823
4074	UNIX System Administrator	C	C-8	527	E	02A	Professionals	Administrative Professionals	Classified	\$61,871.42	\$92,807.26	20002822
7275	Utility Coordinator	C	C-3	522	E	02A	Professionals	Administrative Professionals	Classified	\$38,416.82	\$57,625.36	20000714

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.
Highlighted jobs are impacted by the City's Lowest Entry Wage, which is an annual salary of \$27,040 effective January 1.

City of San Antonio
Pay Ranges
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

Plan	Pay Range	Grade	Range Minimum				Range Maximum				SAP #
			Annual	Monthly	Bi-Weekly	Hourly	Annual	Monthly	Bi-Weekly	Hourly	
A	500	A-1	\$22,930.44	\$1,910.87	\$881.94	\$11.02	\$31,107.18	\$2,592.27	\$1,196.43	\$14.96	500
A	501	A-2	\$23,503.74	\$1,958.65	\$903.99	\$11.30	\$31,884.84	\$2,657.07	\$1,226.34	\$15.33	501
A	502	A-3	\$24,091.86	\$2,007.66	\$926.61	\$11.58	\$32,682.52	\$2,723.54	\$1,257.02	\$15.71	502
A	503	A-4	\$25,295.92	\$2,107.99	\$972.92	\$12.16	\$34,316.10	\$2,859.68	\$1,319.85	\$16.50	503
A	504	A-5	\$26,561.08	\$2,213.42	\$1,021.58	\$12.77	\$36,032.36	\$3,002.70	\$1,385.86	\$17.32	504
A	505	A-6	\$27,888.64	\$2,324.05	\$1,072.64	\$13.41	\$37,833.12	\$3,152.76	\$1,455.12	\$18.19	505
A	506	A-7	\$29,282.50	\$2,440.21	\$1,126.25	\$14.08	\$39,724.10	\$3,310.34	\$1,527.85	\$19.10	506
A	507	A-8	\$30,747.08	\$2,562.26	\$1,182.58	\$14.78	\$41,710.76	\$3,475.90	\$1,604.26	\$20.05	507
A	508	A-9	\$32,284.46	\$2,690.37	\$1,241.71	\$15.52	\$43,796.74	\$3,649.73	\$1,684.49	\$21.06	508
A	509	A-10	\$33,899.58	\$2,824.97	\$1,303.83	\$16.30	\$45,987.50	\$3,832.29	\$1,768.75	\$22.11	509
A	510	A-11	\$35,594.00	\$2,966.17	\$1,369.00	\$17.11	\$48,286.42	\$4,023.87	\$1,857.17	\$23.21	510
A	511	A-12	\$37,373.96	\$3,114.50	\$1,437.46	\$17.97	\$50,701.04	\$4,225.09	\$1,950.04	\$24.38	511
A	512	A-13	\$39,241.80	\$3,270.15	\$1,509.30	\$18.87	\$53,235.00	\$4,436.25	\$2,047.50	\$25.59	512
A	513	A-14	\$41,204.54	\$3,433.71	\$1,584.79	\$19.81	\$55,897.66	\$4,658.14	\$2,149.91	\$26.87	513
A	514	A-15	\$43,264.78	\$3,605.40	\$1,664.03	\$20.80	\$58,691.62	\$4,890.97	\$2,257.37	\$28.22	514
A	515	A-16	\$45,427.98	\$3,785.67	\$1,747.23	\$21.84	\$61,626.50	\$5,135.54	\$2,370.25	\$29.63	515
A	516	A-17	\$47,699.34	\$3,974.95	\$1,834.59	\$22.93	\$64,708.02	\$5,392.34	\$2,488.77	\$31.11	516
A	517	A-18	\$50,083.80	\$4,173.65	\$1,926.30	\$24.08	\$67,942.16	\$5,661.85	\$2,613.16	\$32.66	517
A	518	A-19	\$52,588.38	\$4,382.37	\$2,022.63	\$25.28	\$71,340.88	\$5,945.07	\$2,743.88	\$34.30	518

Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$22,930.44	\$23,847.72	\$24,801.66	\$25,793.82	\$26,825.50	\$27,630.20	\$28,459.08	\$29,312.92	\$29,899.22	\$30,497.22	\$31,107.18
\$23,503.74	\$24,443.90	\$25,421.76	\$26,438.62	\$27,496.04	\$28,321.02	\$29,170.70	\$30,045.86	\$30,646.72	\$31,259.54	\$31,884.84
\$24,091.86	\$25,055.42	\$26,057.72	\$27,100.06	\$28,184.00	\$29,029.52	\$29,900.52	\$30,797.52	\$31,413.46	\$32,041.62	\$32,682.52
\$25,295.92	\$26,307.84	\$27,360.06	\$28,454.40	\$29,592.68	\$30,480.58	\$31,395.00	\$32,336.98	\$32,983.60	\$33,643.22	\$34,316.10
\$26,561.08	\$27,623.44	\$28,728.44	\$29,877.64	\$31,072.86	\$32,004.96	\$32,965.14	\$33,954.18	\$34,633.30	\$35,325.94	\$36,032.36
\$27,888.64	\$29,004.30	\$30,164.42	\$31,371.08	\$32,625.84	\$33,604.74	\$34,612.76	\$35,651.20	\$36,364.12	\$37,091.34	\$37,833.12
\$29,282.50	\$30,453.80	\$31,671.90	\$32,938.88	\$34,256.56	\$35,284.34	\$36,342.80	\$37,432.98	\$38,181.52	\$38,945.14	\$39,724.10
\$30,747.08	\$31,976.88	\$33,256.08	\$34,586.24	\$35,969.70	\$37,048.70	\$38,160.20	\$39,304.98	\$40,090.96	\$40,892.80	\$41,710.76
\$32,284.46	\$33,575.88	\$34,919.04	\$36,315.76	\$37,768.38	\$38,901.46	\$40,068.60	\$41,270.58	\$42,096.08	\$42,937.96	\$43,796.74
\$33,899.58	\$35,255.48	\$36,665.72	\$38,132.38	\$39,657.80	\$40,847.56	\$42,072.94	\$43,335.24	\$44,201.82	\$45,085.82	\$45,987.50
\$35,594.00	\$37,017.76	\$38,498.46	\$40,038.44	\$41,640.04	\$42,889.34	\$44,176.08	\$45,501.30	\$46,411.30	\$47,339.50	\$48,286.42
\$37,373.96	\$38,868.96	\$40,423.76	\$42,040.70	\$43,722.38	\$45,034.08	\$46,385.04	\$47,776.56	\$48,732.06	\$49,706.80	\$50,701.04
\$39,241.80	\$40,811.42	\$42,443.96	\$44,141.76	\$45,907.42	\$47,284.64	\$48,703.20	\$50,164.40	\$51,167.74	\$52,191.10	\$53,235.00
\$41,204.54	\$42,852.68	\$44,566.86	\$46,349.42	\$48,203.48	\$49,649.60	\$51,139.14	\$52,673.40	\$53,726.92	\$54,801.50	\$55,897.66
\$43,264.78	\$44,995.34	\$46,795.06	\$48,666.80	\$50,613.42	\$52,131.82	\$53,695.72	\$55,306.68	\$56,412.72	\$57,540.86	\$58,691.62
\$45,427.98	\$47,245.12	\$49,134.80	\$51,100.14	\$53,144.26	\$54,738.58	\$56,380.74	\$58,072.04	\$59,233.46	\$60,418.02	\$61,626.50
\$47,699.34	\$49,607.22	\$51,591.54	\$53,655.16	\$55,801.46	\$57,475.60	\$59,199.92	\$60,975.98	\$62,195.38	\$63,439.22	\$64,708.02
\$50,083.80	\$52,087.10	\$54,170.48	\$56,337.32	\$58,590.74	\$60,348.34	\$62,158.72	\$64,023.44	\$65,303.94	\$66,609.92	\$67,942.16
\$52,588.38	\$54,692.04	\$56,879.68	\$59,154.94	\$61,521.20	\$63,366.94	\$65,268.06	\$67,226.12	\$68,570.58	\$69,942.08	\$71,340.88

Plan	Pay Range	Grade	Range Minimum				Range Maximum				SAP #
			Annual	Monthly	Bi-Weekly	Hourly	Annual	Monthly	Bi-Weekly	Hourly	
B	500	B-1	\$22,930.44	\$1,910.87	\$881.94	\$11.02	\$31,107.18	\$2,592.27	\$1,196.43	\$14.96	500
B	501	B-2	\$23,503.74	\$1,958.65	\$903.99	\$11.30	\$31,884.84	\$2,657.07	\$1,226.34	\$15.33	501
B	502	B-3	\$24,091.86	\$2,007.66	\$926.61	\$11.58	\$32,682.52	\$2,723.54	\$1,257.02	\$15.71	502
B	503	B-4	\$25,295.92	\$2,107.99	\$972.92	\$12.16	\$34,316.10	\$2,859.68	\$1,319.85	\$16.50	503
B	504	B-5	\$26,561.08	\$2,213.42	\$1,021.58	\$12.77	\$36,032.36	\$3,002.70	\$1,385.86	\$17.32	504
B	505	B-6	\$27,888.64	\$2,324.05	\$1,072.64	\$13.41	\$37,833.12	\$3,152.76	\$1,455.12	\$18.19	505
B	506	B-7	\$29,282.50	\$2,440.21	\$1,126.25	\$14.08	\$39,724.10	\$3,310.34	\$1,527.85	\$19.10	506
B	507	B-8	\$30,747.08	\$2,562.26	\$1,182.58	\$14.78	\$41,710.76	\$3,475.90	\$1,604.26	\$20.05	507
B	508	B-9	\$32,284.46	\$2,690.37	\$1,241.71	\$15.52	\$43,796.74	\$3,649.73	\$1,684.49	\$21.06	508
B	509	B-10	\$33,899.58	\$2,824.97	\$1,303.83	\$16.30	\$45,987.50	\$3,832.29	\$1,768.75	\$22.11	509
B	510	B-11	\$35,594.00	\$2,966.17	\$1,369.00	\$17.11	\$48,286.42	\$4,023.87	\$1,857.17	\$23.21	510
B	511	B-12	\$37,373.96	\$3,114.50	\$1,437.46	\$17.97	\$50,701.04	\$4,225.09	\$1,950.04	\$24.38	511
B	512	B-13	\$39,241.80	\$3,270.15	\$1,509.30	\$18.87	\$53,235.00	\$4,436.25	\$2,047.50	\$25.59	512
B	513	B-14	\$41,204.54	\$3,433.71	\$1,584.79	\$19.81	\$55,897.66	\$4,658.14	\$2,149.91	\$26.87	513
B	514	B-15	\$43,264.78	\$3,605.40	\$1,664.03	\$20.80	\$58,691.62	\$4,890.97	\$2,257.37	\$28.22	514
B	515	B-16	\$45,427.98	\$3,785.67	\$1,747.23	\$21.84	\$61,626.50	\$5,135.54	\$2,370.25	\$29.63	515
B	516	B-17	\$47,699.34	\$3,974.95	\$1,834.59	\$22.93	\$64,708.02	\$5,392.34	\$2,488.77	\$31.11	516
B	517	B-18	\$50,083.80	\$4,173.65	\$1,926.30	\$24.08	\$67,942.16	\$5,661.85	\$2,613.16	\$32.66	517
B	518	B-19	\$52,588.38	\$4,382.37	\$2,022.63	\$25.28	\$71,340.88	\$5,945.07	\$2,743.88	\$34.30	518

Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$22,930.44	\$23,847.72	\$24,801.66	\$25,793.82	\$26,825.50	\$27,630.20	\$28,459.08	\$29,312.92	\$29,899.22	\$30,497.22	\$31,107.18
\$23,503.74	\$24,443.90	\$25,421.76	\$26,438.62	\$27,496.04	\$28,321.02	\$29,170.70	\$30,045.86	\$30,646.72	\$31,259.54	\$31,884.84
\$24,091.86	\$25,055.42	\$26,057.72	\$27,100.06	\$28,184.00	\$29,029.52	\$29,900.52	\$30,797.52	\$31,413.46	\$32,041.62	\$32,682.52
\$25,295.92	\$26,307.84	\$27,360.06	\$28,454.40	\$29,592.68	\$30,480.58	\$31,395.00	\$32,336.98	\$32,983.60	\$33,643.22	\$34,316.10
\$26,561.08	\$27,623.44	\$28,728.44	\$29,877.64	\$31,072.86	\$32,004.96	\$32,965.14	\$33,954.18	\$34,633.30	\$35,325.94	\$36,032.36
\$27,888.64	\$29,004.30	\$30,164.42	\$31,371.08	\$32,625.84	\$33,604.74	\$34,612.76	\$35,651.20	\$36,364.12	\$37,091.34	\$37,833.12
\$29,282.50	\$30,453.80	\$31,671.90	\$32,938.88	\$34,256.56	\$35,284.34	\$36,342.80	\$37,432.98	\$38,181.52	\$38,945.14	\$39,724.10
\$30,747.08	\$31,976.88	\$33,256.08	\$34,586.24	\$35,969.70	\$37,048.70	\$38,160.20	\$39,304.98	\$40,090.96	\$40,892.80	\$41,710.76
\$32,284.46	\$33,575.88	\$34,919.04	\$36,315.76	\$37,768.38	\$38,901.46	\$40,068.60	\$41,270.58	\$42,096.08	\$42,937.96	\$43,796.74
\$33,899.58	\$35,255.48	\$36,665.72	\$38,132.38	\$39,657.80	\$40,847.56	\$42,072.94	\$43,335.24	\$44,201.82	\$45,085.82	\$45,987.50
\$35,594.00	\$37,017.76	\$38,498.46	\$40,038.44	\$41,640.04	\$42,889.34	\$44,176.08	\$45,501.30	\$46,411.30	\$47,339.50	\$48,286.42
\$37,373.96	\$38,868.96	\$40,423.76	\$42,040.70	\$43,722.38	\$45,034.08	\$46,385.04	\$47,776.56	\$48,732.06	\$49,706.80	\$50,701.04
\$39,241.80	\$40,811.42	\$42,443.96	\$44,141.76	\$45,907.42	\$47,284.64	\$48,703.20	\$50,164.40	\$51,167.74	\$52,191.10	\$53,235.00
\$41,204.54	\$42,852.68	\$44,566.86	\$46,349.42	\$48,203.48	\$49,649.60	\$51,139.14	\$52,673.40	\$53,726.92	\$54,801.50	\$55,897.66
\$43,264.78	\$44,995.34	\$46,795.06	\$48,666.80	\$50,613.42	\$52,131.82	\$53,695.72	\$55,306.68	\$56,412.72	\$57,540.86	\$58,691.62
\$45,427.98	\$47,245.12	\$49,134.80	\$51,100.14	\$53,144.26	\$54,738.58	\$56,380.74	\$58,072.04	\$59,233.46	\$60,418.02	\$61,626.50
\$47,699.34	\$49,607.22	\$51,591.54	\$53,655.16	\$55,801.46	\$57,475.60	\$59,199.92	\$60,975.98	\$62,195.38	\$63,439.22	\$64,708.02
\$50,083.80	\$52,087.10	\$54,170.48	\$56,337.32	\$58,590.74	\$60,348.34	\$62,158.72	\$64,023.44	\$65,303.94	\$66,609.92	\$67,942.16
\$52,588.38	\$54,692.04	\$56,879.68	\$59,154.94	\$61,521.20	\$63,366.94	\$65,268.06	\$67,226.12	\$68,570.58	\$69,942.08	\$71,340.88

Plan	Pay Range	Grade	Range Minimum				Range Maximum				SAP #
			Annual	Monthly	Bi-Weekly	Hourly	Annual	Monthly	Bi-Weekly	Hourly	
C	520	C-1	\$31,749.64	\$2,645.80	\$1,221.14	\$15.26	\$47,624.46	\$3,968.71	\$1,831.71	\$22.90	520
C	521	C-2	\$34,924.76	\$2,910.40	\$1,343.26	\$16.79	\$52,387.14	\$4,365.60	\$2,014.89	\$25.19	521
C	522	C-3	\$38,416.82	\$3,200.40	\$1,477.57	\$18.47	\$57,625.36	\$4,802.11	\$2,216.36	\$27.70	522
C	523	C-4	\$42,259.36	\$3,521.61	\$1,625.36	\$20.32	\$63,389.04	\$5,282.42	\$2,438.04	\$30.48	523
C	524	C-5	\$46,848.88	\$3,873.74	\$1,787.88	\$22.35	\$69,727.32	\$5,810.61	\$2,681.82	\$33.52	524
C	525	C-6	\$51,133.16	\$4,261.10	\$1,966.66	\$24.58	\$76,699.74	\$6,391.65	\$2,949.99	\$36.87	525
C	526	C-7	\$56,246.58	\$4,687.22	\$2,163.33	\$27.04	\$84,370.00	\$7,030.83	\$3,245.00	\$40.56	526
C	527	C-8	\$61,871.42	\$5,155.95	\$2,379.67	\$29.75	\$92,807.26	\$7,733.94	\$3,569.51	\$44.62	527
C	528	C-9	\$68,058.64	\$5,671.55	\$2,617.64	\$32.72	\$102,087.96	\$8,507.33	\$3,926.46	\$49.08	528
C	529	C-10	\$74,864.40	\$6,238.70	\$2,879.40	\$35.99	\$112,296.60	\$9,358.05	\$4,319.10	\$53.99	529
C	530	C-11	\$82,350.06	\$6,862.51	\$3,167.31	\$39.59	\$123,525.22	\$10,293.77	\$4,750.97	\$59.39	530
C	531	C-12	\$90,586.34	\$7,548.86	\$3,484.09	\$43.55	\$135,879.64	\$11,323.30	\$5,226.14	\$66.33	531

City of San Antonio
Temporary Pay Ranges
as of 10/01/15

Attachment 59 - FY 2016 Budget Ordinance

FY 2016		
Pay Range	Range Minimum	Range Maximum
400	\$18,200.00	\$24,690.00
401	\$20,292.00	\$27,528.00
402	\$21,307.00	\$28,905.00
403	\$22,372.00	\$30,350.00
404	\$23,491.00	\$31,867.00
405	\$24,665.00	\$33,461.00
406	\$25,898.00	\$35,134.00
407	\$27,193.00	\$36,890.00
408	\$28,553.00	\$38,735.00
409	\$29,981.00	\$40,672.00
410	\$31,480.00	\$42,705.00
411	\$33,054.00	\$44,841.00
412	\$34,706.00	\$47,083.00
413	\$36,442.00	\$49,437.00
414	\$38,264.00	\$51,909.00
415	\$40,177.00	\$54,504.00
416	\$42,186.00	\$57,229.00
417	\$44,295.00	\$60,091.00
418	\$46,510.00	\$63,095.00
420	\$28,080.00	\$42,120.00
421	\$30,888.00	\$46,332.00
422	\$33,976.00	\$50,965.00
423	\$37,374.00	\$56,062.00
424	\$41,112.00	\$61,668.00
425	\$45,223.00	\$67,835.00
426	\$49,745.00	\$74,618.00
427	\$54,720.00	\$82,080.00
428	\$60,192.00	\$90,288.00
429	\$66,211.00	\$99,317.00
430	\$72,832.00	\$109,248.00
431	\$80,116.00	\$120,173.00
432	\$40,000.00	\$68,000.00
433	\$46,000.00	\$78,200.00
434	\$52,900.00	\$89,930.00
435	\$60,835.00	\$103,419.00
436	\$69,960.00	\$118,932.00
437	\$80,454.00	\$136,772.00
499	Unpaid	Unpaid

Attachment 60
FY 2016 Civilian Healthcare Plans

Civilian Pre-2009	Civilian Post-2009
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CDHP

Premiums

Employee Only	\$15	\$33
Employee + Children/EE + 1	\$26	\$55
Employee + Spouse	\$74	\$156
Family/Employee + 2	\$105	\$221

Deductible

In-Network Individual	\$1,300
In-Network Family	\$2,600
Out-of-Network Individual	\$2,600
Out-of-Network Family	\$5,200

Out-of Pocket (OOP) Maximum

In-Network Individual	\$4,000
In-Network Family	\$8,000
Out-of-Network Individual	\$8,000
Out-of-Network Family	\$16,000

Co-Insurance

Primary Care Physician Co-pay	20% after deductible
Premium Designation Specialist	20% after deductible
Specialist	20% after deductible
Urgent Care	20% after deductible

Pharmacy¹

Tier 1 (Generics)	20% after deductible
Tier 2 (Preferred Brand Formulary)	20% after deductible
Tier 3 (Non-Preferred Brand)	20% after deductible
Tier 4 (Specialty)	20% after deductible

Tier 1 (Generics)	20% after deductible
Tier 2 (Preferred Brand Formulary)	20% after deductible
Tier 3 (Non-Preferred Brand)	20% after deductible

Civilian Pre-2009	Civilian Post-2009
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New Value

Premiums

\$62	\$132
\$162	\$310
\$303	\$493
\$410	\$662

Deductible

\$1,250
\$2,500
\$2,500
\$5,000

Out-of Pocket (OOP) Maximum

\$3,000
\$6,000
\$6,000
\$12,000

Co-Pays

\$30
\$35
\$55
\$50

Pharmacy

\$10
\$35
\$65
\$100

Value Base Co-pays (Diabetes Rx)

\$0
\$10
\$20

Notes

1) IRS-approved maintenance medication covered at 20% of cost for CDHP only