

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAN ANTONIO AND  
SAN ANTONIO WATER SYSTEM  
TO COORDINATE CAPITAL PROJECTS UNDER THE  
2017-2022 BOND PROGRAM**

**WHEREAS**, the City of San Antonio (hereafter referred to as “COSA” or “City”), a home-rule city under the laws of the state of Texas, and the San Antonio Water System (hereafter referred to as “SAWS”), a municipally-owned water and water sewage utility owned by COSA (collectively the “Parties”), have agreed to coordinate, where appropriate, COSA’s public works projects and SAWS’s capital infrastructure projects under the City’s 2017-2022 Bond Program; and

**WHEREAS**, pursuant to Ordinance No. 2017-01-19-0011, the San Antonio City Council authorized a bond election for May 6, 2017, for voter approval of a \$850 million bond program to fund 180 projects designed to improve, enhance, construct and/or acquire existing and new local streets, bridges, sidewalks, drainage facilities, parks, libraries, museum and cultural arts facilities, public safety facilities and neighborhood improvements; and

**WHEREAS**, on May 6, 2017, the voters of San Antonio approved six bond propositions totaling \$850 million as follows: (1) Proposition 1 – funding of 64 projects, totaling \$445,263,000.00, for improvements in streets, bridges and sidewalks; (2) Proposition 2 – funding of 19 projects, totaling \$138,988,000.00, for drainage and flood control improvements; (3) Proposition 3 – funding of 79 projects, totaling \$187,313,000.00, for parks, recreation and open space improvements; (4) Proposition 4 – funding of 13 projects, totaling \$24,025,000.00, for library, museum and cultural arts improvements; (5) Proposition 5 – funding of 5 projects, totaling \$34,411,000.00, for public safety facilities improvements; (6) Proposition 6 – funding of numerous projects totaling \$20,000,000.00 for neighborhood improvements; and

**WHEREAS**, SAWS has current and planned multi-year capital infrastructure projects, some of which may be jointly developed under the City’s 2017-2022 Bond Program; and

**WHEREAS**, COSA and SAWS agree to coordinate additional future projects where appropriate, and if for the benefit of both Parties; and

**WHEREAS**, COSA and SAWS acknowledge the benefits of coordinating their respective public works projects, where appropriate, in order to reduce project costs, minimize closure of City streets and rights-of-way, reduce inconvenience to the public, and expedite project construction; and

**NOW THEREFORE**, COSA and SAWS mutually consent to enter into this memorandum of understanding (“MOU”) on the \_\_\_\_ day of \_\_\_\_\_, 2017 and agree as follows:

## **I. Terms of MOU**

1. **Joint Projects.** COSA and SAWS will designate joint projects prior to the selection of any contractors to work on said projects. “Joint projects” are capital projects involving any City project and a SAWS current or planned infrastructure project.
2. **Lead Agency.** COSA shall be the lead contracting agency on joint projects.
3. **Selection Panel.** COSA will establish a panel to select engineers, architects, and other vendors that will be assigned to work on joint projects related to the City’s 2017-2022 Bond Program. SAWS will be represented in the selection panel.
4. **Review and Approval of Bond-Related Projects.** SAWS will review and approve engineering plans prior to the initiation of construction of SAWS infrastructure involved in a joint project related to the City’s 2017-2022 Bond Program.
5. **Inspection and Acceptance.** SAWS will inspect the work in progress and upon SAWS determination that the work is satisfactory, accept the completion of all work for the construction of SAWS infrastructure involved in all joint projects. In the event SAWS deems work unsatisfactory, SAWS immediately will convey what element of the work it deems unsatisfactory and specifically state what it feels is necessary to bring the work to a satisfactory level.
6. **Internet-Based Project Management System.** COSA administers its design and construction management through an Internet-based management system. SAWS and COSA shall agree to primarily conduct communications that relate to processing project administrative functions through this media utilizing this database system. This can include correspondence, submittals, requests for information, vouchers, payment requests and processing, amendment, change orders and other administrative activities. SAWS shall review and if not disputed, approve all payment applications and change orders related to SAWS infrastructure through COSA’s Internet-based project management system. Such approval (unless made in error) shall be evidence of SAWS’s acceptance of the expenditure and work. SAWS will sign a business level agreement for participation in COSA’s Internet-based Project Management System and each SAWS Project Team Member shall sign an individual agreement. COSA shall administer the software and shall provide training and access to SAWS identified project team members. However, any provisions contained herein

notwithstanding, the parties acknowledge and understand that staff will continue to communicate through email and other forms of communication regarding the projects. These communications shall not be of any less relevance or importance than those that occur through the Internet-based Project Management System and shall be binding on the parties.

7. **Reimbursement of Cost.** Except for disputed amounts, SAWS will reimburse COSA the design and construction costs for SAWS infrastructure involved in joint projects within 30 days of receipt and approval of an invoice from COSA. Invoices will be submitted periodically over the course of design and construction.
8. **Term.** This MOU shall remain in effect during the entire time period necessary to implement the 2017-2022 Bond Program unless and until it is superseded by another memorandum of understanding or city ordinance. This MOU time period may be extended by and amendment approved administratively by the Director of the Transportation & Capital Improvement Department.
9. **Notices.** All Notices to either party by other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

COSA	SAWS
City of San Antonio Transportation and Capital Improvements Department Attention: Christie Chapman, Assistant Director P.O. Box 839966 San Antonio, Texas 78283-3966	San Antonio Water System Attention: Robert R. Puente, President/Chief Executive Officer P.O. Box 2449 San Antonio, Texas 78298

10. **Effective Date.** This MOU shall become effective on the date specified above and upon the signature of both Parties.

IN WITNESS WHEREOF, the Parties hereto agree to enter into this MOU for their mutual benefit.

City of San Antonio

San Antonio Water System

\_\_\_\_\_  
Mike Frisbie, P.E., Director & City  
Engineer, Transportation and Capital  
Improvements Department

\_\_\_\_\_  
Robert R. Puente  
President, Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date