SW/vv
04/28/16
Item #17

AN ORDINANCE **2016-04-28-0305**

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT IN THE AMOUNT OF $476,901.00 WITH THE SAN ANTONIO RIVER AUTHORITY FOR PROJECT MANAGEMENT AND EVALUATION OF THE EDWARDS AQUIFER PROTECTION PROGRAM'S $10 MILLION EARMARKED FOR RECHARGE AND WATER QUALITY INITIATIVES IN BEXAR COUNTY.

* * * * *

WHEREAS, the purpose of the Edwards Aquifer Protection Program (EAPP) is to protect the quality and quantity of water recharging into the aquifer; and

WHEREAS, in May 2015 Proposition 1 was placed on the election ballot in which voters approved the 1/8-cent venue sales tax generating $100 million for continued expansion of the EAPP; and

WHEREAS, Proposition 1 included $10 million for incorporation of new recharge and water quality protection projects within urbanized areas of Bexar County; and

WHEREAS, the balance of $90 million will continue the program's efforts to obtain real estate interests by fee-simple purchase, conservation easements or donations of land over the sensitive zones of the Edwards Aquifer; and

WHEREAS, the Parks and Recreation Department is proposing to enter into an Interlocal Agreement (ILA) with the San Antonio River Authority (SARA) to perform project development and management as well as program evaluation services over the life of the 2015 venue sales tax election which is estimated at five years; and

WHEREAS, as the City of San Antonio's project manager, SARA will collaborate with consultants and existing aquifer stakeholders to develop the methodology and strategy to identify and/or develop projects for implementation with the earmarked funds; and

WHEREAS, as individual projects are identified and come forward for recommendation through this toolkit approach, City Council would have final approval authority for project implementation; and

WHEREAS, the proposed ILA was presented to the Transportation, Technology, and Utilities Committee on March 9, which endorsed moving the item forward to the full Council for consideration; **NOW THEREFORE:**

SW/vv
04/28/16
Item #17

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the Director of the Parks and Recreation Department or his designee is hereby authorized to execute an Interlocal Agreement in the amount of $476,901.00 with the San Antonio River Authority for project management and evaluation of the Edwards Aquifer Protection Program's $10 million earmarked for recharge and water quality initiatives in Bexar County. A copy of the interlocal agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Payment not to exceed the amount of $476,901.00 in SAP Fund 40005000, Park Improvements, SAP Project Definition 40-00271, Edward's Aquifer Land Acquisitions, is authorized to be encumbered and made payable to the San Antonio River Authority (SARA), for project management and evaluation of the Edwards Aquifer Protection Program's $10 million earmarked for recharge and water quality initiatives in Bexar County.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 28th day of April, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**17 (in consent vote: 16, 17)**
Date:	04/28/2016
Time:	10:36:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of an Interlocal Agreement in the amount of $476,901.00 with the San Antonio River Authority for project management and evaluation of the Edwards Aquifer Protection Program's $10 million earmarked for recharge and water quality initiatives in Bexar County. [María D. Villagómez, Assistant City Manager; Janet A. Martin, Interim Director, Parks and Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT I

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT BETWEEN CITY OF SAN ANTONIO, TEXAS AND THE SAN ANTONIO RIVER AUTHORITY FOR THE IMPLEMENTATION OF THE EDWARDS AQUIFER AND WATERSHED PROTECTION PROJECT**
	§	
CITY OF BEXAR	§	

This Interlocal Agreement ("AGREEMENT") is entered into by and between the City of San Antonio, a Texas municipal corporation ("CITY"), and the San Antonio River Authority, a conservation and reclamation district ("RIVER AUTHORITY"). CITY and RIVER AUTHORITY may be referred to herein individually as a "PARTY" or collectively as the "PARTIES".

WHEREAS, CITY proposed an Edwards Aquifer Protection Venue Project & Sales Tax Proposition to the San Antonio voters in Bexar County on May 9, 2015, to provide $10 million toward Edwards Aquifer and watershed protection within urbanized areas of Bexar County's recharge and contributing zones that will improve Edwards Aquifer water quality; and

WHEREAS, the voters approved this measure, thereby authorizing and creating the program to provide aquifer and watershed protection projects within urbanized areas of Bexar County's recharge and contributing zones to improve Edwards Aquifer water quality (the "PROJECT"); and

WHEREAS, RIVER AUTHORITY has expertise in the management, administration, assessment, design evaluation, construction inspection, and monitoring of such protection measures that would advance the PROJECT; and

WHEREAS, the PARTIES wish to enter into an AGREEMENT whereby the RIVER AUTHORITY will provide technical guidance and manage the evaluation, design, assessment, inspection and monitoring of the PROJECT for CITY;

WHEREAS the PARTIES are authorized to make this AGREEMENT pursuant to Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act, which provides that one or more agencies may contract with each other for the performance of governmental functions or services to increase the efficiency and effectiveness of local governments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the undersigned PARTIES agree to the terms and conditions outlined below.

I. PURPOSE

This AGREEMENT outlines the roles and responsibilities of the PARTIES with regard to project management and administration of the PROJECT, as defined below, according to the terms and conditions detailed herein.

II. AUTHORITY

The PARTIES are authorized to make this AGREEMENT which is intended to increase the efficiency and effectiveness of the PARTIES in completing the PROJECT.

III. SCOPE OF THE PROJECT

The PROJECT Scope of Work ("SOW") includes the development, implementation and monitoring of protection measures to be funded by the PROJECT. The SOW for the PROJECT is attached as Exhibit "A" and incorporated in this Agreement. An Executive Committee comprised of the CITY Parks and Recreation

Director or his/her designee and RIVER AUTHORITY General Manager or his/her designee will provide executive management oversight of the PROJECT. The meeting frequency will be established by the PARTIES as deemed appropriate. PROJECT managers and other necessary staff or technical advisors by CITY and RIVER AUTHORITY will be present at the Executive Committee meetings for the purpose of providing PROJECT updates.

IV. ROLES AND RESPONSIBILITIES FOR THE PROJECT

A. CITY'S RESPONSIBILITIES:

(1) CITY provides oversight and direction on the PROJECT and delivers timely direction to RIVER AUTHORITY on decisions requiring action by CITY relating to the SOW, project budget ("BUDGET"), project schedule ("SCHEDULE"), project designs and implementation.

(2) CITY identifies the Director, Parks and Recreation, or his/her designee, as project contact for the PROJECT.

(3) CITY directs SARA to work through a stakeholder committee and/or technical advisory committee to develop PROJECT plan recommendations, budgets, schedule, and phasing.

(4) CITY shall provide timely review and approval of documents for the PROJECT, which shall not unreasonably be withheld.

(5) CITY shall seek the necessary approvals through its governance process during the term of this Agreement, which term is specified in Section V herein.

(6) CITY shall participate in PROJECT meetings as needed.

(7) CITY will fund the PROJECT costs in accordance with the terms and conditions of Article VI.

B. RIVER AUTHORITY'S RESPONSIBILITIES:

(1) RIVER AUTHORITY serves as project manager and administrator of the PROJECT and is responsible and accountable to the CITY to ensure quality review, approval, implementation, and future monitoring of the PROJECT within the funding limit CITY set out in Article VI, A. (3).

(2) RIVER AUTHORITY shall provide not less than quarterly status reports or as needed on the PROJECT to CITY and/or its advisory boards throughout the duration of the PROJECT. The format for the status reports shall be in paper and electronic (.pdf) format.

(3) RIVER AUTHORITY shall allow approved CITY representatives access to all projects that are selected for implementation within this PROJECT before, during, and after implementation to ensure conformance of implementation with the approved plans, budget, schedule, and phasing.

(4) RIVER AUTHORITY shall provide presentations and reports on the PROJECT as requested by CITY.

(5) RIVER AUTHORITY shall coordinate with appropriate local, state and federal governmental agencies to facilitate the effective execution of the PROJECT.

(6) RIVER AUTHORITY shall create a stakeholder committee and/or technical advisory committee with membership approved by CITY. RIVER AUTHORITY shall provide all stakeholder and/or technical advisory committee

meeting agendas to the CITY in a timely manner to provide CITY opportunity for input into said agendas prior to public distribution.

(7) RIVER AUTHORITY shall coordinate appropriate involvement of the Conservation Advisory Board (CAB) and other stakeholders to facilitate the effective implementation of the PROJECT.

(8) RIVER AUTHORITY shall prepare presentation materials for CITY Council action.

(9) RIVER AUTHORITY shall manage inquiries from the public regarding this project.

(10) RIVER AUTHORITY shall adhere to all applicable laws relative to the PROJECT including the City of San Antonio ordinances relating to design and construction within the San Antonio city limits, the City of San Antonio's Extra Territorial Jurisdiction, the Texas Administrative Code, Title 30, Part 1, Chapter 213.

V. PROJECT SCHEDULE

The term of this contract shall begin upon execution of the document and shall extend through the 30th day of June, 2021, or another date as determined by the Parties upon the successful completion of the Project. A Project Implementation Schedule ("SCHEDULE") for the PROJECT will be developed by the RIVER AUTHORITY and submitted to CITY for its review and written approval. The Preliminary Schedule is attached as Exhibit "B" and incorporated in this Agreement. RIVER AUTHORITY may recommend modifications to the SCHEDULE, which will be subject to the review and approval of CITY. CITY may request an amended SCHEDULE during the term of this

Agreement to advance the project. In the event that CITY requests an amended schedule, RIVER AUTHORITY shall provide any changes to the budget that will be engendered by CITY's modified budget, for CITY approval. Regular SCHEDULE updates identifying progress and changes will be submitted to the CITY throughout the duration of the PROJECT.

VI. FUNDING

The BUDGET for the PROJECT is attached as Exhibit "C" and incorporated in this Agreement. At the time of execution of this Interlocal Agreement, available funding consists of CITY FUNDING and RIVER AUTHORITY FUNDING as outlined below. Should additional funding become available, this Agreement does not preclude the incorporation and use of such funding to supplement or expand the BUDGET and SOW, as mutually agreed to by the PARTIES.

A. CITY FUNDING

(1) CITY FUNDING for the PROJECT will support Initiating, Planning/Project Management, Implementation Oversight, Construction Design Oversight, and Construction Inspection of the PROJECT, including RIVER AUTHORITY'S administration fees.

(2) CITY may issue debt or otherwise finance CITY's commitment to the PROJECT.

(3) CITY FUNDING for this PROJECT shall **NOT EXCEED** FOUR HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED AND ONE DOLLARS ($476,901.00) to be utilized solely for the costs associated with Initiating, Planning/Project Management, Implementation Oversight, Construction Design

Oversight, and Construction Inspection of the PROJECT, as itemized in Exhibit "A" attached, including RIVER AUTHORITY's administration fees.

(4) RIVER AUTHORITY and CITY reserve the right to mutually approve modifications to the allocation of funding set out in this Section to respond to changes in the SOW and funding available to support the PROJECT.

(5) RIVER AUTHORITY may recommend modifications to the BUDGET attached as Exhibit "C", which will be subject to CITY's review and approval; however, such modifications must remain within the limits of the CITY funding.

(6) CITY's financial commitment for RIVER AUTHORITY's project management costs and administration costs (direct and indirect) for the PROJECT is 4.7% of the Proposition 1 $10 million BUDGET. RIVER AUTHORITY's project management costs and administration costs include Initiating, Planning/Project Management, Implementation Oversight, Construction Design Oversight, and Construction Inspection as detailed in Exhibit "A" and are based upon the Preliminary Schedule and the SOW.

B. RIVER AUTHORITY FUNDING:

(1) RIVER AUTHORITY will contribute FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS ($43,500) in contracts and commodities and SIXTY-FIVE THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS ($65,628) in in-kind staff work towards the PROJECT as reflected in Exhibit "C".

VII. PAYMENT

PAYMENT FROM CITY:

(1) RIVER AUTHORITY will prepare and submit monthly invoices of costs incurred in designing, administrating, and managing the PROJECT in a form and detail mutually acceptable to CITY and RIVER AUTHORITY.

(2) CITY will make monthly payments to RIVER AUTHORITY upon approval of the monthly invoice in accordance with the terms of the Texas Prompt Payment Act (Texas Government Code, Chapter 2251).

VIII. AUDIT

Each PARTY reserves the right to conduct, or cause to be conducted an audit of all funds received or disbursed under this AGREEMENT at any and all times deemed necessary by a PARTY. Each PARTY's staff, a Certified Public Accounting firm, or other auditors designated by the PARTY requesting the audit, may perform such audit(s). Each PARTY reserves the right to determine the scope of every audit. Each PARTY agrees to make available to the other PARTY all books, records, documents and reports with respect to matters covered by this AGREEMENT.

IX. THIRD PARTY CLAIMS

RIVER AUTHORITY and CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *el seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

X. CONTRACTING

RIVER AUTHORITY shall comply with all applicable state and federal laws in the project management and administration of the PROJECT.

XI. APPLICABLE LAWS

All of the work performed under this AGREEMENT by the PARTIES and their contractors shall comply with all applicable laws, rules, regulations and codes of the United States and State of Texas and with the charter, ordinances, bond ordinances and rules and regulations of CITY and RIVER AUTHORITY.

XII. DEFAULT/TERMINATION

As used in this Article, "default" shall mean the failure of CITY or RIVER AUTHORITY to perform any obligation in the time and manner required by this AGREEMENT, except where such failure to perform is the result of Force Majeure as defined in this Article.

Upon failure of either PARTY to perform any obligation required hereunder, the PARTY not in default may give written notice of such default to the PARTY in default. The PARTY in default shall have thirty (30) days within which to cure such default, and if cured within such time, the default specified in such notice shall cease to exist.

Should the PARTY in default fail to cure an alleged default, the PARTY not in default shall thereupon have the right to terminate this AGREEMENT by sending written notice to the other PARTY in default of such termination and specifying the effective date thereof, which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent. Upon termination of this AGREEMENT, each PARTY shall be entitled to receive just and equitable compensation for any work satisfactorily performed prior to such termination.

Neither PARTY shall be liable to the other PARTY for the failure to perform its obligations under this AGREEMENT when such failure is attributable solely to Force

Majeure. Force Majeure shall mean any cause beyond the reasonable control of any PARTY, including, without limitation, failure, or imminent threat of failure, of facilities or equipment, flood, freeze, earthquake, storm, fire, lightning, other acts of God, epidemic, war, acts of a public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbances or dispute, labor or material shortage, sabotage, restraint by court order or other public authority, and action or non-action by, or failure or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence it could not overcome; provided that none of the circumstances listed above shall be considered to be an event of Force Majeure to the extent such circumstance: (i) is due to the act, neglect, omission, breach of contract or of statutory duty, negligence or misconduct of the PARTY claiming Force Majeure, its representatives, agents, contractors or subcontractors or (ii) could have been prevented, overcome or remedied if the PARTY claiming Force Majeure had exercised reasonable diligence. Nothing contained herein shall be construed so as to require the PARTIES to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved, or to seek review of or take any appeal from any administrative or judicial action.

XIII. ADVERSARIAL PROCEEDINGS

The PARTIES agree that under no circumstances will the funds received under this AGREEMENT be used, either directly or indirectly, to pay costs or attorney's fees incurred in any adversarial proceeding against either PARTY or any other public entity.

XIV. ASSIGNMENT

No PARTY may assign or transfer its interest in this AGREEMENT, or any portion thereof, without the written consent of the governing bodies of each of the PARTIES. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XV. NOTICE

For purposes of this AGREEMENT, all notices among the PARTIES shall be deemed sufficient if in writing and mailed certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

CITY:

Xavier D. Urrutia
Director, Parks and Recreation
City of San Antonio
114 W. Commerce St., 11th Floor
San Antonio, TX 78205

RIVER AUTHORITY:

Suzanne Scott
General Manager
San Antonio River Authority
100 E. Guenther St.
San Antonio, TX 78283-9980

Notices of changes of address must be made in writing delivered to the last known address of each other PARTY within five (5) business days of the change.

XVI. GOVERNING LAW AND VENUE

The PARTIES agree that this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this AGREEMENT or adjudicate any dispute arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in City of San Antonio, Texas.

XVII. GENDER AND TENSE

Words of either 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.

XVIII. AUTHORITY

The signatories of this AGREEMENT represent that they have full authority to execute this AGREEMENT on behalf of **CITY** and **RIVER AUTHORITY**, respectively, and that the governing bodies of **CITY** and **RIVER AUTHORITY** have authorized the execution of this AGREEMENT.

XIX. INDEPENDENT CONTRACTOR

It is expressly agreed and understood that each PARTY is, and shall be deemed to be, an independent contractor responsible for its respective acts or omissions and that each of the PARTIES shall be in no way responsible for the acts or omissions of the other PARTY. No PARTY hereto has authority to bind the other PARTY nor to hold out to third parties that it has the authority to bind the other PARTY. No provision of this Agreement shall be deemed or construed to create the relationship of employer-employee, principal-agent, an association, joint venture, partners, or partnership or impose a partnership duty, obligation or liability between the PARTIES. No third party beneficiaries are created by this AGREEMENT. This AGREEMENT is not intended to, and shall not, create any rights in or confer any benefits upon any other person other than the PARTIES.

XX. 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 Local Government Code Chapter 271, then, and in that event, it is the intention of the PARTIES that such invalid, illegal or unenforceable provision 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 in this Agreement. It is also the intention of the PARTIES that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal or unenforceable, there be added as a part of this AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provisions as may be possible, to be legal, valid and enforceable.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the _____ day of _____, 2016.

CITY:

CITY OF SAN ANTONIO

_____

ATTEST:

_____

Accepted for SAN ANTONIO RIVER AUTHORITY

By: _____
Suzanne B. Scott

Title: General Manager

Date:_____

APPROVED AS TO LEGAL FORM:
City Attorney

Attest by:

_____

Stephen Graham

Title: Assistant General Manager

Date:_____

Approved as to form:

_____

Allison Elder, Director of Legal Services

City of San Antonio

_____

ALLISON ELDER
Director of Legal Services

EXHIBIT A

PROJECT SCOPE OF WORK

The City of San Antonio (CITY) proposed an Edwards Aquifer Protection Venue Project and Sales Tax Proposition 1 (PROP 1) to the San Antonio voters in Bexar County on May 9, 2015, to provide $10 million over a five-year period toward Edwards Aquifer and watershed protection within urban areas of Bexar County's recharge and contributing zones with the intention of improving Edwards Aquifer water quality. Recognizing there are numerous projects with potential to increase water quality, the CITY seeks to contract with the San Antonio River Authority (RIVER AUTHORITY) to project manage a stakeholder-driven process to identify, prioritize, budget, phase, and implement projects funded through PROP 1.

The Initiating and Planning phases of the RIVER AUTHORITY'S scope of work will include re-engaging and potentially expanding a stakeholder committee, originally convened by the CITY in May and June 2015, to develop a draft plan to be presented to the City and Conservation Advisory Board (CAB). The plan will be conceptual in nature, as it will identify project types (e.g., education, data collection/analysis, storm water best management practice retrofits or new construction, etc.) recommended by the stakeholder group and/or a technical advisory committee to be eligible for PROP 1 funding, budget allocations per type, and project phasing.

Upon the conceptual plan's acceptance by City, RIVER AUTHORITY will work through the stakeholder committee and/or technical advisory committee and CAB to identify and implement specific projects within each prioritized project type subject to City Council approval. RIVER AUTHORITY will also oversee the development of a prioritization tool to ensure objectivity in ranking and prioritizing eligible projects for implementation. The tool will be developed with input from the stakeholder committee and/or the technical advisory committee and will be submitted to the City and CAB for final review and approval.

This scope includes funding for RIVER AUTHORITY to support the stakeholder committee and CAB in its planning process by providing GIS and water quality modeling data and analyses.

During the Implementation phase, RIVER AUTHORITY will ensure that projects developed through PROP 1 funding are designed and implemented to maximize Edwards Aquifer watershed and recharge water quality protections. Should the prioritized projects include retrofit or construction of storm water best management practices (BMPs, such as low impact development features), RIVER AUTHORITY will perform pre- and post-construction storm water quality monitoring and the related laboratory analysis on BMPs. RIVER AUTHORITY will also provide design oversight on all construction or retrofit BMPs and construction oversight of all BMPs on up to two construction sites. For a three-year period after construction, or through the 30th day of June, 2021, or another date as determined by the Parties upon the successful completion of the Project.whichever comes first, RIVER AUTHORITY'S services also include construction/retrofit project

monitoring and reporting to the CITY any BMPs not being maintained as required to ensure expected performance. (Maintenance of said BMPS is not included in RIVER AUTHORITY'S scope of work.)

RIVER AUTHORITY's project management role also includes coordinating all funded project components; schedule and budget management of all funded projects; responding to public inquiries about funded projects; ensuring quality controls on and accountability for all funded projects not involving construction, such as education outreach and data collection and analysis. RIVER AUTHORITY'S final deliverable to CITY at the end of year five will be a report on all funded projects. Project status, performance, findings, lessons learned, and recommendations for future project funding will be included. RIVER AUTHORITY services will also support CITY in securing continued voter education regarding and funding of PROP 1 initiatives.

	Task Detail
Task 1: Initiating	• 1.1 Administrative • 1.2 Stakeholder meeting logistics: o 1.2.1 SARA-funded kick-off meeting with consultant (and COSA staff if desired) Discovery meeting with purpose to validate desired outcomes, role and profile of stakeholders; review desired outcomes of facilitated meetings; and review draft charter for the stakeholder group. o 1.2.2 SARA-funded consultant presentation designed to provide stakeholder group background information about concerns in the Edwards Aquifer and successful multi-phase, comprehensive programs in other communities funded toward aquifer recharge and watershed protection. Any case studies identified through research involving aquifer protection, including through LID, will be presented. o 1.2.3 SARA technical staff support (GIS, water quality data, etc.) for presentation
Task 2: Planning/Project Management	• 2.1 Project management (all five years): assumes oversight of individual projects funded by Prop 1 • 2.2 Two SARA-funded consultant facilitated planning workshops for stakeholder and/or technical groups • 2.3 Three consultant facilitated workshops finalizing planning and identifying and prioritizing eligible projects • 2.4 SARA-funded consultant development of prioritization tool to rank eligible projects. The tool will be developed with input from the stakeholder and/or technical advisory

	committees, and then submitted to the City and CAB for review and approval.
	
	• 2.5 Stakeholder meeting logistics:
	  o SARA coordination of meeting agendas and notifications, facility, meeting support materials, and collection of any "homework" between meetings to prepare for next.
	• 2.6 Technical support provided by SARA:
	  o 2.5.1 GIS
	  o 2.5.2 Water quality modeling
	  o 2.5.3 Storm water monitoring
	  o 2.5.4 LID BMP design and construction
	• 2.7 Consultant drafting of conceptual plan report consisting of project types, budget allocations per type, and phasing for City Council approval. Document shall serve as a guiding document for the identification and ranking of eligible projects for implementation.
	• 2.8 Quarterly reports to CITY on PROJECT progress
	• 2.9 Final report on funded project status and performance

Task 3: Implementation Oversight	• 3.1 SARA staff coordination and facilitation of status report meetings to commence upon City Council approvals of the plan report and subsequent project list, phasing, and budgeting. • 3.2 Storm water monitoring equipment for pre-/post-construction storm water monitoring of construction site(s) • 3.3 Laboratory supplies for and analysis of storm water samples • 3.4 Storm water scientist support (collection of storm water samples) • 3.5 Intergovernmental support • 3.6 Public education/outreach
Task 4: Construction Design Oversight	4.1 Design support to ensure water quality thresholds are achieved through design
Task 5: Construction Inspection Oversight	5.1 BMP construction inspection both during construction and afterwards to ensure performance thresholds are met

EXHIBIT B

PROJECT SCHEDULE

April 28, 2016

- Council consideration of SARA Interlocal Agreement; finalize contract with San Antonio River Authority

Late April / Early May 2016

- Finalize conceptual plan process and project schedules
- Explore potential shovel ready projects
- Formulate Technical Advisory Committee

May 2016

- Project selection prioritization tool submitted to City and CAB for review
- Criteria evaluation system reviewed by Technical Advisory Committee
- SARA issues RFI for potential project identification

June 2016

- Assess feasibility of FY17 capital projects for inclusion

July 2016

- Scientific trial run based on criteria evaluation system
- Fine tune prioritization tool based on trial run results
- Project team reports scientific evaluation results to Technical Advisory Committee and stakeholder group
- Rank potential projects

August 2016

- Capital Budget reflects recommended project(s), if any.

SARA to provide not less than quarterly reports to City Parks and Recreation Department.

EXHIBIT C

PROJECT BUDGET

City of San Antonio Responsibility						
	Task 1 - Initiating	Task 2 – Planning/ Project Manage-ment	Task 3 – Implement-ation	Task 4 – Construction Design/ Oversight	Task 5 – Construct-ion Inspection	Total per Category
SARA Personnel	16,420	321,235	9,460	13,319	18,367	378,801
Consultants/Equipment/Supplies	- 0 -	55,100	43,000	-0-	-0-	98,100
Total per Task	16,420	376,335	52,460	13,319	18,367	$476,901
San Antonio River Authority Responsibility						
	Task 1 - Initiating	Task 2 – Planning/ Project Manage-ment	Task 3 – Implement-ation	Task 4 – Construction Design/ Oversight	Task 5 – Construct-ion Inspection	Total per Category
Contracts and Commodities	11,000	32,500	- 0 -	- 0 -	- 0 -	43,500
In-kind Staff Work	4,013	43,110	18,505			65,628
Total per Task	15,013	75,610	18,505			$109,128