

AN ORDINANCE      2014 - 11 - 13 - 0915

**APPROVING A ONE-YEAR INTERLOCAL AGREEMENT WITH SAN ANTONIO HOUSING AUTHORITY AND LACKLAND INDEPENDENT SCHOOL DISTRICT FOR FLEET MAINTENANCE AND REPAIR SERVICES AND FUEL, WITH UP TO FOUR ONE-YEAR EXTENSIONS; AND RATIFYING MONTH-TO-MONTH EXTENSIONS OF THE EXISTING INTERLOCAL AGREEMENT WITH SAHA AND LISD.**

\* \* \* \* \*

**WHEREAS**, pursuant to Ordinance No. 2008-19-0609, passed and approved June 19, 2008, the City has entered into Interlocal Agreements (“ILAs”) with San Antonio Housing Authority (“SAHA”) and Lackland Independent School District (“LISD”) for the provision of fleet maintenance and repair services and fuel by the City to these entities; and

**WHEREAS**, each of these ILAs have an initial term of one (1) year and provide for up to five (5) renewal terms of one (1) year each; and

**WHEREAS**, each of these ILAs were extended for all of the five (5) renewal terms, with the fifth renewal term of each of the ILAs ending on September 30, 2014; and

**WHEREAS**, in order to allow for the continued provision of fleet maintenance and repair services and fuel to SAHA and LISD on an uninterrupted basis until new Interlocal Agreements could be presented to and approved by the City Council and executed by the Parties, the City entered into month-to-month extensions of the ILAs; and

**WHEREAS**, City Staff now recommends approval of new Interlocal Agreements with SAHA and LISD to provide for provision of fleet maintenance and repair services and fuel for an initial term of one (1) year beginning October 1, 2014 and ending September 30, 2015, and with up to four (4) one (1) year extension terms without further City Council approval, under the terms and conditions substantially as set forth in **Attachment I** (SAHA) and **Attachment II** (LISD); and ratification of the month-to-month extensions of each of the ILAs; and

**WHEREAS**, SAHA and LISD has each expressed its agreement with the recommendation of City Staff; and

**WHEREAS**, the City Council, upon consideration of and deliberation on City Staff's recommendation, desires to accept such recommendation; **NOW THEREFORE**:

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

**SECTION 1.** The terms and conditions of Interlocal Agreements with SAHA and LISD to provide for provision of fleet maintenance and repair services and fuel for an initial term of one (1) year beginning October 1, 2014 and ending September 30, 2015, and with up to four (4) one (1) year extension terms without further City Council approval, are hereby approved.

The City Manager, or her designee, or the Director of Finance or his designee, is hereby authorized to enter into and execute each of such Interlocal Agreements, under terms and conditions substantially in accordance with those set forth in **Attachment I** (SAHA) and **Attachment II** (LISD) to this Ordinance.

**SECTION 2.** That certain First Extension of Interlocal Agreement For Fleet Services and Fuel entered into and executed by and between the City and SAHA, is hereby ratified in all things. A copy of this document is attached as **Attachment III**.

**SECTION 3.** That certain First Extension of Interlocal Agreement For Fleet Services and Fuel entered into and executed by and between the City and LISD, is hereby ratified in all things. A copy of this document is attached as **Attachment IV**.

**SECTION 4.** Funds generated by this ordinance will be deposited as per the table below:

Amount	General Ledger	Internal Order	Fund
\$59,302.00	4303110	235000000006	77001000
\$200,058.00	4303112	235000000006	77001000
\$125,090.00	4303113	235000000006	77001000
\$33,600.00	4303114	235000000006	77001000
\$2,075.00	4309162	235000000006	77001000
Total Amt \$420,125.00			

**SECTION 5.** 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.

Item # 27  
11/13/14

**SECTION 6.** This Ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

**PASSED and APPROVED** this 13<sup>th</sup> day of November, 2014.

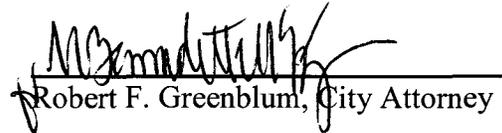


**M A Y O R**  
Ivy R. Taylor

**ATTEST:**

  
Leticia M. Vaccik, City Clerk

**APPROVED AS TO FORM:**

  
Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	27 ( in consent vote: 5, 6, 8, 9, 10, 11, 13, 15A, 15B, 16, 17, 18, 19A, 19B, 22, 23, 24, 25, 26, 27, 28, 30, 31, 33, 37A, 37B, 37C, 37D, 37E )						
<b>Date:</b>	11/13/2014						
<b>Time:</b>	09:45:37 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving one-year Interlocal Agreements with San Antonio Housing Authority and Lackland Independent School District for Fleet Maintenance and Repair Services and Fuel with four one-year extensions and ratifying month-to-month extensions of the existing Interlocal Agreements with SAHA and LISD. [Ben Gorzell, Chief Financial Officer; Jorge A. Perez, Director, Building and Equipment Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				x
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

**A T T A C H M E N T I**

**INTERLOCAL AGREEMENT FOR  
FLEET SERVICES AND FUEL**

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR               §

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **SAN ANTONIO HOUSING AUTHORITY** (hereinafter "SAHA") and **CITY OF SAN ANTONIO** (hereinafter "COSA"), both of which may be referred to herein collectively as the "Parties", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**WITNESSETH:**

Whereas, COSA operates and maintains its own fleet which includes the purchase and dispensing of fuel; and

Whereas, SAHA, desires COSA to provide service and maintenance of SAHA's motor vehicles (including fuel and lubricants) at COSA's Fleet service center; and

Whereas, service and maintenance of said vehicles is reasonably required and necessary for the operation of the vehicles; and

Whereas, the operation of said vehicles is necessary in order for SAHA to serve persons and businesses residing or located within the boundaries of SAHA, some or all of whom or which may also reside or be located within COSA's boundaries; and

Whereas, COSA desires to provide such service to SAHA; and

COSA'S City Council authorized the execution of this Agreement pursuant to Ordinance No. 20\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_, passed and approved \_\_\_\_\_, 20\_\_\_\_.

NOW THEREFORE, the Parties agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to state the terms and conditions by which COSA shall provide vehicle service and maintenance (including fuel and lubricants) to vehicles owned or leased by SAHA and to set out the rate of compensation to be paid to COSA.

**ARTICLE II. TERM**

2.01 The term of this Agreement shall begin on the date it is executed by the last of the Parties to do so and shall terminate on the last day of the COSA Fiscal Year in which the Agreement is executed by the Parties, unless terminated earlier in accordance with 2.02 below, or extended in accordance with section 2.03 below.

2.02 This Agreement may be terminated, without penalty, by either party upon sixty (60) days written notice.

2.03 This Agreement may be extended on the same terms and conditions for up to five (5) one (1) year periods upon the consent of and written agreement between COSA and SAHA. Any such extension shall be authorized in writing on COSA'S behalf by its Director, Building & Equipment Services, or designee, and by any authorized officer on behalf of SAHA. Authorization of any such extension by COSA's City Council shall not be required.

### ARTICLE III. SERVICES

3.01 COSA shall provide vehicle maintenance and service (including fuel and lubricants) upon and as requested by SAHA. Each SAHA vehicle shall be registered with COSA and maintenance and repair service shall be provided on a first come first served basis as long as COSA has excess capacity to provide such service. Nothing herein shall require COSA to provide services for which it does not have sufficient capabilities, resources and competency.

### ARTICLE IV. COMPENSATION

4.01 SAHA shall compensate COSA for maintenance and service (including fuel and lubricants) in the following amounts:

- |    |                                      |   |
|----|--------------------------------------|---|
| 1. | Fuel Price (Diesel/Unleaded)         | Fuel price paid by COSA <b>PLUS</b> a fuel service operational charge of \$0.13 per gallon  |
| 2. | Fuel Price (CNG)                     | CPS CCF Rate converted into Gasoline Gallon Equivalent (GGE)<br><b>PLUS</b> \$0.15 Texas State Tax per GGE<br><b>PLUS</b> \$0.13 per GGE mark-up<br><i>(1 GGE = 1.2667 CCF)</i> |
| 3. | Shop Billing Rate                    | \$ 81.00 per hour   |
| 4. | Car Wash                             | \$ 2.00 per car wash  |
| 5. | Parts                                | Parts price paid by COSA <b>PLUS</b> a parts operational charge of 22%  |
| 6. | Sublet                               | Sublet price paid by COSA <b>PLUS</b> a sublet operational charge of 10%  |
| 7. | Administrative fee for outside sales | \$ 14.00 x total vehicles set up in the fuel billing system (monthly)   |
| 8. | FOB (electronic fueling device)      | \$ 6.50 each  |

4.02 COSA will submit to SAHA a monthly report of charges by COSA for goods and services provided pursuant to this Agreement. SAHA shall submit to COSA payment in full for all charges stated in the monthly report. Such payment shall be made to COSA no later than 30 days from the date the monthly report is received by SAHA. Should SAHA dispute a portion of the charges on the monthly report SAHA may not withhold payment of any undisputed portion, but shall submit payment for the undisputed charge as prescribed by this section.

4.03 COSA reserves the right to reject maintenance of SAHA vehicles at COSA's sole discretion.

**ARTICLE V. INDEPENDENT CONTRACTOR STATUS;  
NO THIRD PARTY BENEFICIARIES**

5.01 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between COSA and SAHA. Under no circumstances shall COSA, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the SAHA.

5.02 No Joint Enterprise – There is no intention on the part of the Parties to create or otherwise form a joint enterprise under or pursuant to this Agreement. The Parties are undertaking a governmental function or service in accordance with Chapter 791 of the Texas Government Code. The Parties do not have a pecuniary purpose, let alone a common one. The purpose of this Agreement is to further the public good, not to gain a profit.

5.03 COSA and SAHA specifically agree that (1) this Agreement only affects rights and obligations between the Parties, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with COSA or SAHA, or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either COSA or SAHA.

**ARTICLE VI. NOTICES AND ADDRESSES**

All notices, invoices, statements and reports to SAHA or COSA shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to SAHA:                   Name, Title, Address for authorized officer

If to COSA:                   Jorge A. Perez  
Director, Building & Equipment Services  
111 Soledad Riverview Towers 16<sup>th</sup> Floor

San Antonio, Texas 78283

and

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

#### **ARTICLE VII. ENTIRE AGREEMENT**

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

#### **ARTICLE VIII. ASSIGNMENT**

Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party. Any such attempt at assignment without prior approval shall be void.

#### **ARTICLE IX. TEXAS LAW TO APPLY**

This Agreement is performable in Bexar County, Texas, and the validity of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas. The Parties further agree that venue for any legal action, claim or dispute arising under this Agreement will be in Bexar County, Texas.

#### **ARTICLE X. PAYMENTS FROM CURRENT REVENUES**

10.01 Payment by SAHA for the services provided pursuant to this Agreement shall be made from current revenues.

10.02 Prior to the execution of any extension of this Agreement, SAHA must provide in its annual budget for that year, for the expenditure of funds for the services to be furnished by COSA as described herein.

10.03 Any other provision in this Agreement notwithstanding, this Agreement shall terminate in the event sufficient funds are not appropriated by either Party in any given year to meet that Party's fiscal obligations herein. Both Parties agree to and shall make all reasonable efforts to appropriate all necessary funds in each fiscal year to fulfill its respective duties and responsibilities hereunder.

#### **ARTICLE XI. NO INDEMNIFICATION BY PARTIES**

11.01 SAHA and COSA acknowledge they are each 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 *et. seq.* and the remedies authorized therein

regarding claims or causes of action that may be asserted by third parties for accidents, injuries or deaths.

11.02 SAHA shall advise COSA in writing within 24 hours of any claim or demand against COSA known to SAHA related to or arising out of SAHA'S activities under this contract.

**ARTICLE XII. AMENDMENT**

No amendment, supplementation, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties and authorized by COSA City Council; except that the Agreement may be extended as authorized in Article II section 2.03 herein.

**ARTICLE XIII. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH HAVE THE FORCE AND EFFECT OF AN ORIGINAL. TO BE EFFECTIVE FROM AND AFTER THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

**CITY OF SAN ANTONIO**

**SAHA**

\_\_\_\_\_  
Jorge A. Perez  
Director, Building &  
Equipment Services

\_\_\_\_\_  
Authorized Officer

Approved as to Form:

\_\_\_\_\_  
Robert Nordhaus  
Assistant City Attorney

**A T T A C H M E N T   I I**

**INTERLOCAL AGREEMENT FOR  
FLEET SERVICES AND FUEL**

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR               §

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **LACKLAND INDEPENDENT SCHOOL DISTRICT** (hereinafter "LISD") and **CITY OF SAN ANTONIO** (hereinafter "COSA"), both of which may be referred to herein collectively as the “Parties”, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**WITNESSETH:**

Whereas, COSA operates and maintains its own fleet which includes the purchase and dispensing of fuel; and

Whereas, LISD, desires COSA to provide service and maintenance of LISD’s motor vehicles (including fuel and lubricants) at COSA’s Fleet service center; and

Whereas, service and maintenance of said vehicles is reasonably required and necessary for the operation of the vehicles; and

Whereas, the operation of said vehicles is necessary in order for LISD to serve persona and businesses residing or located within the boundaries of LISD, some or all of whom or which may also reside or be located within COSA’s boundaries; and

Whereas, COSA desires to provide such service to LISD; and

COSA’S City Council authorized the execution of this Agreement pursuant to Ordinance No. 20\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_\_, passed and approved \_\_\_\_\_, 20\_\_\_\_.

NOW THEREFORE, the Parties agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to state the terms and conditions by which COSA shall provide vehicle service and maintenance (including fuel and lubricants) to vehicles owned or leased by LISD and to set out the rate of compensation to be paid to COSA.

**ARTICLE II. TERM**

2.01 The term of this Agreement shall begin on the date it is executed by the last of the Parties to do so and shall terminate on the last day of the COSA Fiscal Year in which the Agreement is executed by the Parties, unless terminated earlier in accordance with 2.02 below, or extended in accordance with section 2.03 below.

2.02 This Agreement may be terminated, without penalty, by either party upon sixty (60) days written notice.

2.03 This Agreement may be extended on the same terms and conditions for up to five (5) one (1) year periods upon the consent of and written agreement between COSA and LISD. Any such extension shall be authorized in writing on COSA'S behalf by its Director, Building & Equipment Services, or designee, and by any authorized officer on behalf of LISD. Authorization of any such extension by COSA's City Council shall not be required.

### **ARTICLE III. SERVICES**

3.01 COSA shall provide vehicle maintenance and service (including fuel and lubricants) upon and as requested by LISD. Each LISD vehicle shall be registered with COSA and maintenance and repair service shall be provided on a first come first served basis as long as COSA has excess capacity to provide such service. Nothing herein shall require COSA to provide services for which it does not have sufficient capabilities, resources and competency.

### **ARTICLE IV. COMPENSATION**

4.01 LISD shall compensate COSA for maintenance and service (including fuel and lubricants) in the following amounts:

- |   |  |
|---|--|
| 1. Fuel Price (Diesel/Unleaded)         | Fuel price paid by COSA <b>PLUS</b> a fuel service operational charge of \$0.13 per gallon |
| 2. Shop Billing Rate                    | \$ 81.00 per hour  |
| 3. Car Wash                             | \$ 2.00 per car wash   |
| 4. Parts                                | Parts price paid by COSA <b>PLUS</b> a parts operational charge of 22%                     |
| 5. Sublet                               | Sublet price paid by COSA <b>PLUS</b> a sublet operational charge of 10%                   |
| 6. Administrative fee for outside sales | \$ 14.00 x total vehicles set up in the fuel billing system (monthly)                      |
| 7. FOB (electronic fueling device)      | \$ 6.50 each   |

4.02 COSA will submit to LISD a monthly report of charges by COSA for goods and services provided pursuant to this Agreement. LISD shall submit to COSA payment in full for all charges stated in the monthly report. Such payment shall be made to COSA no later than 30 days from the date the monthly report is received by LISD. Should LISD dispute a portion of the charges on the monthly report LISD may not withhold payment of any undisputed portion, but shall submit payment for the undisputed charge as prescribed by this section.

4.03 COSA reserves the right to reject maintenance of LISD vehicles at COSA's sole discretion.

**ARTICLE V. INDEPENDENT CONTRACTOR STATUS;  
NO THIRD PARTY BENEFICIARIES**

5.01 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between COSA and LISD. Under no circumstances shall COSA, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the LISD.

5.02 No Joint Enterprise – There is no intention on the part of the Parties to create or otherwise form a joint enterprise under or pursuant to this Agreement. The Parties are undertaking a governmental function or service in accordance with Chapter 791 of the Texas Government Code. The Parties do not have a pecuniary purpose, let alone a common one. The purpose of this Agreement is to further the public good, not to gain a profit.

5.03 COSA and LISD specifically agree that **(1)** this Agreement only affects rights and obligations between the Parties, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with COSA or LISD, or both, or that such third parties may benefit incidentally by this Agreement; and **(2)** the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either COSA or LISD.

**ARTICLE VI. NOTICES AND ADDRESSES**

All notices, invoices, statements and reports to LISD or COSA shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to LISD:                   Name, Title, Address for authorized officer

If to COSA:                   Jorge A. Perez  
Director, Building & Equipment Services  
111 Soledad Riverview Towers 16<sup>th</sup> Floor  
San Antonio, Texas 78283

and

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

#### **ARTICLE VII. ENTIRE AGREEMENT**

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

#### **ARTICLE VIII. ASSIGNMENT**

Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party. Any such attempt at assignment without prior approval shall be void.

#### **ARTICLE IX. TEXAS LAW TO APPLY**

This Agreement is performable in Bexar County, Texas, and the validity of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas. The Parties further agree that venue for any legal action, claim or dispute arising under this Agreement will be in Bexar County, Texas.

#### **ARTICLE X. PAYMENTS FROM CURRENT REVENUES**

10.01 Payment by LISD for the services provided pursuant to this Agreement shall be made from current revenues.

10.02 Prior to the execution of any extension of this Agreement, LISD must provide in its annual budget for that year, for the expenditure of funds for the services to be furnished by COSA as described herein.

10.03 Any other provision in this Agreement notwithstanding, this Agreement shall terminate in the event sufficient funds are not appropriated by either Party in any given year to meet that Party's fiscal obligations herein. Both Parties agree to and shall make all reasonable efforts to appropriate all necessary funds in each fiscal year to fulfill its respective duties and responsibilities hereunder.

#### **ARTICLE XI. NO INDEMNIFICATION BY PARTIES**

11.01 LISD and COSA acknowledge they are each 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 *et. seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accidents, injuries or deaths.

11.02 LISD shall advise COSA in writing within 24 hours of any claim or demand against COSA known to LISD related to or arising out of LISD'S activities under this contract.

**ARTICLE XII. AMENDMENT**

No amendment, supplementation, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties and authorized by COSA City Council; except that the Agreement may be extended as authorized in Article II section 2.03 herein.

**ARTICLE XIII. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH HAVE THE FORCE AND EFFECT OF AN ORIGINAL. TO BE EFFECTIVE FROM AND AFTER THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

**CITY OF SAN ANTONIO**

**LISD**

\_\_\_\_\_  
Jorge A. Perez  
Director, Building &  
Equipment Services

\_\_\_\_\_  
Authorized Officer

Approved as to Form:

\_\_\_\_\_  
Robert Nordhaus  
Assistant City Attorney

**A T T A C H M E N T   I I I**

**FIRST EXTENSION OF  
*Interlocal Agreement For Fleet Services and Fuel***

This First Extension of *Interlocal Agreement For Fleet Services and Fuel* (the "Contract") is entered into by and between the **CITY OF SAN ANTONIO** ("City") and **HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS** ("SAHA"), and is as follows:

**I. AMENDMENT AND EXTENSION**

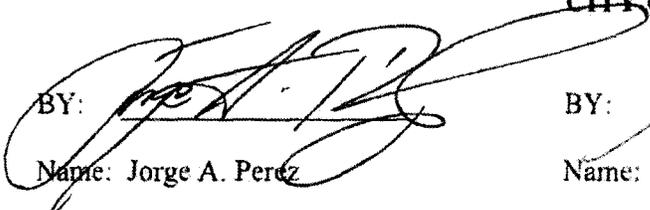
Article II. Term. Section 2.03 of the Contract, is hereby amended to allow for extension of the Contract on a month to month basis for up to three (3) months at City's option, beginning October 1, 2014, and not beyond December 31, 2014. The Contract is hereby extended for the first extension, to begin October 1, 2014 and end October 31, 2014. City shall notify SAHA in writing of the exercise of its option to extend the Contract for an additional one (1) month term not less than ten (10) days prior to the expiration of the then current term. The exercise of any such option shall not require approval or action by the City Council.

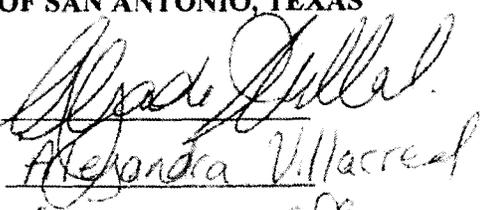
**II. PROVISIONS REMAIN IN EFFECT**

All other current terms, conditions, covenants and provision of the Contract not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of the Contract.

**CITY OF SAN ANTONIO**

**HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS**

BY: 

BY: 

Name: Jorge A. Perez

Name: Alejandra Villareal

Title: Director of Building and  
Equipment Services

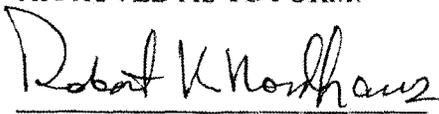
Title: Contracting Office

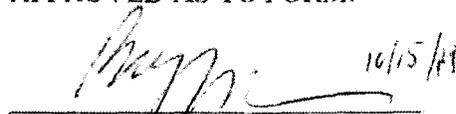
Date: October 21, 2014

Date: September \_\_, 2014

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Assistant City Attorney

 10/15/14  
Legal Counsel

**A T T A C H M E N T   I V**

**FIRST EXTENSION OF  
*Interlocal Agreement For Fleet Services and Fuel***

This First Extension of *Interlocal Agreement For Fleet Services and Fuel* (the "Contract") is entered into by and between the **CITY OF SAN ANTONIO** ("City") and **LACKLAND INDEPENDENT SCHOOL DISTRICT** ("LISD"), and is as follows:

**I. AMENDMENT AND EXTENSION**

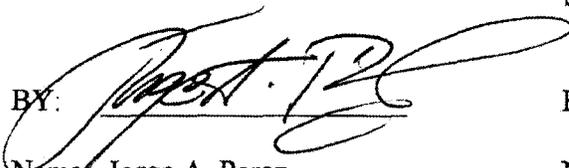
Article II. Term, Section 2.03 of the Contract, is hereby amended to allow for extension of the Contract on a month to month basis for up to three (3) months at City's option, beginning October 1, 2014, and not beyond December 31, 2014. The Contract is hereby extended for the first extension, to begin October 1, 2014 and end October 31, 2014. City shall notify LISD in writing of the exercise of its option to extend the Contract for an additional one (1) month term not less than ten (10) days prior to the expiration of the then current term. The exercise of any such option shall not require approval or action by the City Council.

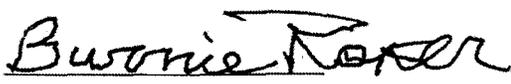
**II. PROVISIONS REMAIN IN EFFECT**

All other current terms, conditions, covenants and provision of the Contract not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of the Contract.

**CITY OF SAN ANTONIO**

**LACKLAND INDEPENDENT  
SCHOOL DISTRICT**

BY: 

BY: 

Name: Jorge A. Perez

Name: Dr. Burnie L. Roper

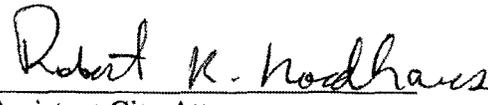
Title: Director of Building and  
Equipment Services

Title: Superintendent of Schools

Date: September 30, 2014

Date: September 19, 2014

APPROVED AS TO FORM:

  
Assistant City Attorney