

2009 06-25-0559

AN ORDINANCE

ACCEPTING THE OFFER FROM GTSI CORP. TO PROVIDE AN AUDIO/VIDEO BACKUP SYSTEM FOR THE PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNELS FOR A COST UP TO \$527,450.00, FUNDED BY THE PUBLIC, EDUCATION AND GOVERNMENT (PEG) CHANNELS FUND, WHICH ARE LIMITED TO ONLY CAPITAL IMPROVEMENTS FOR THE CITY'S GOVERNMENT ACCESS CHANNEL (TVSA) AND PUBLIC ACCESS CHANNEL (PATV).

* * * * *

WHEREAS, the U.S. Communities Government Purchasing Alliance (“U.S. Communities”), a non-profit entity established to assist public entities in reducing the cost of purchased goods, acts as a clearinghouse of government contracts procured by a lead public entity that are available for cooperative purchase, and facilitates administration of the purchases by local government representatives who wish to make purchases from contracts listed with U.S. Communities; and

WHEREAS, Fairfax County, Virginia, acting as lead public agency on behalf of U.S. Communities, entered into a contract with GTSI Corp. (“GTSI”) for GTSI to provide technology equipment to governmental entities; and

WHEREAS, GTSI submitted a proposal to the City, pursuant to the US Communities contract, to furnish the labor, materials and equipment to integrate a video production system and provide an audio/video backup system; and

WHEREAS, the total maximum cost for this project will be \$527,450.00, which includes a 10% contingency fund; and

WHEREAS, this purchase meets the requirements under the terms of the State of Texas intergovernmental cooperative purchasing agreement entered into by the City of San Antonio by Ordinance No. 98797 on February 12, 2004; **NOW THEREFORE:**

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

SECTION 1. The City hereby accepts the proposal from GTSI Corp., utilizing the US Communities Cooperative Purchasing Program, to furnish the labor, materials and equipment to integrate a video production system and provide an audio/video backup system for a maximum cost of \$527,450.00, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The Director of Communications and Public Affairs is hereby authorized to execute the Integration Agreement, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit I. Said Director is authorized to execute change orders to the GTSI contract, so long as the total expenditure to GTSI for this Agreement does not exceed \$527,450.00.

SECTION 2. The amount of \$665,178.47 is appropriated for this ordinance as per the table below and the FY09 budget is amended to reflect this change.

Amount	Cost Center	General Ledger	Fund
\$527,450.00	1204010005	5701060	11001003
\$105,615.29	1204010005	5701020	11001003
\$32,113.18	1204010005	5701050	11001003
Total Amount: \$665,178.47			

SECTION 3. Payment not to exceed the budgeted amount of \$527,450.00 is authorized to GTSI Corp. and should be encumbered with a purchase order.

SECTION 4. 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 5. The funds appropriated hereunder that exceed \$527,450.00 will be used for portions of the work necessary to complete the project that will be performed using an existing Capital Improvement Management Systems Department job order contract, and for the purchase of additional equipment through existing ITSD annual contracts.

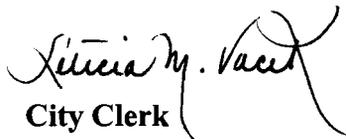
SECTION 6. This ordinance shall take effect July 5, 2009, unless passed by at least eight affirmative votes, in which case it shall be effective immediately.

PASSED and APPROVED this 25th day of June 2009.

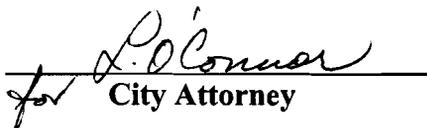


M A Y O R

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Agenda Item:	10						
Date:	06/25/2009						
Time:	10:19:01 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the offer from GTSI Corp. to provide an audio/video backup system for the public, education and government access channels for a cost up to \$527,450.00, funded by the Public, Education and Government (PEG) Channels Fund, which are limited to only capital improvements for the City's Government Access Channel (TVSA) and Public Access Channel (PATV). [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x			x	
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

**INTEGRATION AGREEMENT FOR ACQUISITION & INSTALLATION OF
PUBLIC & GOVERNMENT ACCESS CHANNELS PRODUCTION EQUIPMENT
AND AUDIO VISUAL EQUIPMENT**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS (“CITY”)
AND
GTSI CORP. (“GTSI”)**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (“City” or “Customer”), acting pursuant to Ordinance No. 2009-06-__ - ____, and GTSI Corp. (“GTSI”), 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. CONTRACT DOCUMENTS

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:
 - a. This Integration Agreement, including, but not limited to Attachment Nos. 1 and 2;
 - b. Exhibit I – GTSI Proposal (the “GTSI Proposal”) for City of San Antonio dated June 5, 2009, and identified thereon as “TV Studios Video System”, including, but not limited to Appendices A-C; and
 - c. Exhibit II – Technology Contract #RQ09-997736-42D, including all amendments thereto, executed to date or hereafter, between GTSI and Fairfax County, Virginia, and made available to City through US Communities.
- 1.2 Should a conflict arise among the provisions of the contract documents, this Integration Agreement shall govern over Exhibits I and II, and Exhibit I shall govern over Exhibit II, unless otherwise specifically provided herein. This provision shall control, notwithstanding any provision to the contrary contained Exhibits I and II, this Integration Agreement being the last document to be negotiated and executed by the parties.

II. TERM

- 2.1 This Agreement shall become effective upon passage of its authorizing ordinance and shall remain in effect until completion of all services described in this Integration Agreement and Exhibit I. the GTSI Proposal.

- 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. PAYMENT

- 3.1 In consideration of GTSI's performance in a satisfactory and efficient manner, as determined solely by City, of all services and activities set forth in this Agreement, City agrees to pay GTSI an amount not to exceed \$479,500.00 as total compensation for the goods and services provided herein.

- 3.2 GTSI shall invoice City only upon completion of the project and acceptance by City in accordance with the Testing & Acceptance procedures described in the GTSI proposal. City shall remit payment within 30 days of receipt of said invoice. Invoices shall be submitted to:

City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, TX 78283-3976,
with a copy to:

City of San Antonio, Di Galvan, Director of Communications & Public Affairs, P.O. Box
839966, San Antonio, TX 78283-3966.

Payment shall be deemed made upon mailing of the check.

- 3.3 No additional fees or expenses of GTSI shall be charged by GTSI nor be payable by City. The parties hereby agree that all compensable expenses of GTSI have been provided for in the total payment to GTSI as specified in section 3.1 above.
- 3.4 Final acceptance of work products and services require written approval by City. The approval official shall be the Director of Communications & Public Affairs ("Director"). Payment will be made to GTSI following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than GTSI, for the payment of any monies or the provision of any goods or services.

IV. SCOPE OF SERVICES & SPECIFIC MODIFICATIONS TO GTSI PROPOSAL

- 4.1 GTSI understands that City's governing body, the San Antonio City Council ("Council") convenes on every Wednesday and Thursday of the month for publicly held meetings, with the exception of the fourth week of the month, and the entire month of July. GTSI understands that Council meetings absolutely cannot be disrupted, and that portions of the installation that will take place in the City Council Chambers meeting room and/or audio

control room must be in place and operational for every meeting. Further, Council Chambers, the auditorium where Council meetings occur, must be perfectly presentable during these meetings. GTSI shall ensure that the services it is providing hereunder shall not disrupt Council meetings, and shall conduct clean up, as needed, to leave the facility in its ordinary condition every Tuesday afternoon, prior to a Council meeting. If necessary, GTSI will work 24 hours, weekends, and holidays, at no extra cost to City, to ensure that Council meetings are not disrupted and the facility is in its ordinary condition, fit for the conduct of public meetings. Access will be coordinated with City.

- 4.2 GTSI shall provide the services described in its Proposal, as modified herein.
- 4.4 Section 2.2.1 of the GTSI Proposal pertaining to training is hereby modified by adding the following:

The end user training will be conducted in San Antonio at a location provided by City, which is at or no more than five miles from the installation site.

City shall determine the number of attendees, which shall not exceed 15.

GTSI will provide Director with a course outline, including course objectives and estimated length of the training session, and sample training materials, at least three weeks in advance for approval.

Once approved, GTSI shall provide, at its sole expense, copies of all training materials for all attendees.

Training shall be held no later than September 1, 2009.

V. GENERAL TERMS AND CONDITIONS

5.1 The payment total stated in Section 3.1 also includes all software and licenses, and the configuring of software, necessary to accomplish the tasks outlined in the GTSI proposal.

5.2 All electronic document deliverables shall be provided by CDROM in a format compatible with City's current technology, and shall not require any conversion in order to access or view.

5.3 Point of Destination – All materials shipped to City shall be shipped FOB Destination to the "ship to" address indicated on the purchase order, inside delivery.

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

5.5 Public Information - Parties recognize and agree that this Agreement, including all of the contract documents that comprise this Agreement, are public records, and are subject to

inspection and copying by the public pursuant to the Texas Public Information Act, Texas Government Code Chapter 552, provided that both parties afford the information the full protection available under this statute, as applicable.

5.6 INDEMNIFICATION

GTSI 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 GTSI's activities under this CONTRACT, including any acts or omissions of GTSI, any agent, officer, director, representative, employee, consultant or subcontractor of GTSI, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. 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 GTSI 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.

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.

GTSI shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or GTSI known to GTSI related to or arising out of GTSI's activities under this contract.

5.7 Insurance

a. Prior to the commencement of any work under this Contract, GTSI shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Communications & Public Affairs Department, which shall be clearly labeled "Public & Government Access Channels Production Equipment and Audio Visual Equipment" 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 Contract until such certificate and endorsements have been received and approved by the City's Communications & Public Affairs Department. 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 contract 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 contract. In no instance will City allow modification whereupon City may incur increased risk.

c. A GTSI's financial integrity is of interest to the City; therefore, subject to GTSI's right to maintain reasonable deductibles in such amounts as are approved by the City, GTSI shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at GTSI's sole expense, insurance coverage written on an occurrence basis, 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:

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

d. GTSI agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of GTSI herein, and provide a certificate of insurance and endorsement that names the GTSI and the CITY as additional insureds. GTSI 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.

e. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations 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). GTSI 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. GTSI shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Communications & Public Affairs Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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 and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- 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 written notice for nonpayment of premium.

g. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, GTSI shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend GTSI'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 contract.

h. If GTSI 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 GTSI to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon GTSI'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 GTSI to stop work hereunder, and/or withhold any payment(s) which become due to GTSI hereunder until GTSI demonstrates compliance with the requirements hereof.

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

j. It is agreed that GTSI'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 contract.

k. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

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

5.8 Assignment and Subcontracting

a. 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 GTSI. City shall in no event be obligated to any third party, including any subcontractor of GTSI, 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 Director.

b. Except as otherwise stated herein, and in its Proposal, GTSI 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 Director. As a condition of such consent, if such consent is granted, GTSI shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor.

c. 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 GTSI 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 GTSI shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by GTSI shall in no event release GTSI from any obligation under the terms of this Agreement, nor shall it relieve or release GTSI from the payment of any damages to City, which City sustains as a result of such violation.

5.9 Notices - 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.

City:
Di Galvan
Director, Communications & Public Affairs

Mailing Address:
P.O. Box 839966, San Antonio, TX 78283-3966

Street Address:
City Hall – 1st Floor, 100 S. Flores, San Antonio, TX 78205

GTSI Corp:
Attn: Beverly Lester
3901 Stonecroft Blvd.
Chantilly, VA 20151-1010

With Copy to:
Mark Basenberg
3901 Stonecroft Blvd.
Chantilly, VA 20151-1010

5.10 Independent Contractor - GTSI covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City.

5.11 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; 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.

5.12 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.

5.13 Termination - 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.

a. Termination Without Cause. This Agreement may be terminated by City upon 10 calendar days' written notice.

b. Termination For Cause. Upon written notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, for a material breach of this Agreement, including, but not limited to, causing a disruption of a Council meeting, leaving Council Chambers in a condition that, in the sole opinion of City, is not fit for the conduct of public meetings, causing a significant delay in completion of the project.

c. Defaults with Opportunity for Cure. Should GTSI default in the performance of this Agreement, and such default be a breach that is not material in nature, City shall deliver written notice of said default specifying such matter(s) in default. GTSI shall have ten (10) calendar days after receipt of the written notice to cure such default. If GTSI fails to cure the default within such ten-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 consultant 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 consultant against GTSI'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.

d. 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.

e. Within ninety (90) calendar days of the effective date of completion, or termination or expiration of this Agreement, GTSI 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 GTSI to submit its claims within said ninety (90) calendar days shall negate any liability on the part of City and constitute a **Waiver** by GTSI of any

and all right or claims to collect moneys that GTSI may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

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

g. 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 GTSI for any default hereunder or other action.

5.14 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 GTSI. Director shall have authority to execute amendments on behalf of City, so long as any additional expenditure required thereby does not exceed 10% of the amount stated in Section 3.1. Any amendments requiring an expenditure in excess of said amount are subject to approval by the City Council, as evidenced by passage of an ordinance.

5.15 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 Section 5.14 - Amendments.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

City of San Antonio

GTSI Corp.

Di Galvan
Director, Communications & Public Affairs
Date: _____

Print Name: Sally C. Cook
Title: Director of Contracts
Date: 6/15/2009

Approved as to Form:

City Attorney