

AN ORDINANCE      2011-06-09-0482

**AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE REIMBURSABLE AGREEMENT IN THE AMOUNT OF \$91,080.00 BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE CITY OF SAN ANTONIO FOR PURCHASE OF A GLIDE SLOPE SHELTER AND LOCALIZER SHELTER IN CONNECTION WITH THE RUNWAY 3/21 EXTENSIONS PROJECT AT SAN ANTONIO INTERNATIONAL AIRPORT.**

\* \* \* \* \*

**WHEREAS**, the City, in partnership with the Federal Aviation Administration (“FAA”), is extending Runway 3/21 at San Antonio International Airport by 1,000 feet to a total of 8,500 feet; and

**WHEREAS**, on April 15, 2010 City Council approved a Non-Federal Reimbursable Agreement (also known as a Memorandum of Agreement or “MOA”) with the FAA through Ordinance 2010-04-15-0314 which provides for FAA technical and engineering services throughout the construction and performance of required flight inspections for the extension of Runway 3/21; and

**WHEREAS**, this amendment to the MOA in the amount of \$91,080.00 will allow the City to reimburse the FAA for the purchase a Glide Slope Shelter and Localizer Shelter, both of which are required by the FAA; and

**WHEREAS**, it is necessary to authorize the execution of the amendment to the MOA; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee is authorized to execute the attached Amendment No. AJW-FN-CSA-09-0416A to the Non-Federal Reimbursable Agreement with the Federal Aviation Administration in the amount of \$91,080.00 for the purchase of a Glide Slope Shelter and Localizer Shelter in support of the extension of Runway 3/21 at San Antonio International Airport.

**SECTION 2.** Payment in the amount not to exceed \$91,080.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00160, Extend Runway 21 & Taxiway N, is authorized to be encumbered and made payable to Federal Aviation Administration (FAA) for reimbursement of FAA required shelters.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence

by the City Manager, or the City Manager's designee, correct allocation 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.

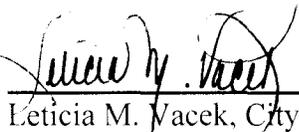
**SECTION 4.** This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

**PASSED AND APPROVED** this 9th day of June, 2011.



M A Y O R  
Julián Castro

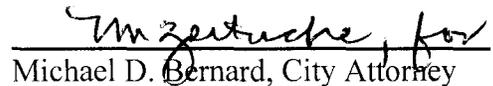
**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



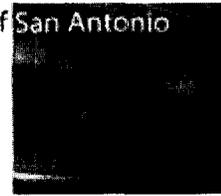
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Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 12B

| <b>Name:</b>           | 6, 7, 9, 10, 11, 12A, 12B, 12C, 13, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I, 15J, 15K, 15L, 15M, 15N, 15O, 16, 17, 19A, 19B, 21, 24       |                    |            |            |                |               |               |
|------------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| <b>Date:</b>           | 06/09/2011  |                    |            |            |                |               |               |
| <b>Time:</b>           | 09:31:23 AM   |                    |            |            |                |               |               |
| <b>Vote Type:</b>      | Motion to Approve   |                    |            |            |                |               |               |
| <b>Description:</b>    | An Ordinance authorizing an amendment to the Memorandum of Agreement between the Federal Aviation Administration and the City of San Antonio. |                    |            |            |                |               |               |
| <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> |
| Julián Castro          | Mayor   |                    | x          |            |                |               |               |
| Mary Alice P. Cisneros | District 1  |                    | x          |            |                | x             |               |
| Ivy R. Taylor          | District 2  |                    | x          |            |                |               |               |
| Jennifer V. Ramos      | District 3  |                    | x          |            |                |               |               |
| Rey Saldaña            | District 4  |                    | x          |            |                |               |               |
| David Medina Jr.       | District 5  |                    | x          |            |                |               |               |
| Ray Lopez              | District 6  |                    | x          |            |                |               |               |
| Justin Rodriguez       | District 7  |                    | x          |            |                |               |               |
| W. Reed Williams       | District 8  |                    | x          |            |                |               |               |
| Elisa Chan             | District 9  |                    | x          |            |                |               | x             |
| Carlton Soules         | District 10   |                    | x          |            |                |               |               |

# ATTACHMENT 1

**NON-FEDERAL REIMBURSABLE AGREEMENT  
BETWEEN  
THE FEDERAL AVIATION ADMINISTRATION  
AND  
THE CITY OF SAN ANTONIO, TEXAS  
SAN ANTONIO INTERNATIONAL AIRPORT  
SAN ANTONIO, TEXAS**

Article #10. - **Changes and Modifications**, of Non-Federal Reimbursable Agreement Number AJW-FN-CSA-09-0416, requires that changes to the Agreement shall be formalized by an appropriate written amendment and that any amendment to the Agreement shall be executed in writing and signed by the authorized representative of each party.

That the Federal Aviation Administration (FAA) and the City of San Antonio, Texas (Project Sponsor) mutually concur that the Agreement should be amended by revising and/or amending Article 3 and Article 7 of the Agreement, as more specifically set forth below. Other than the amendments to the Agreement more specifically set forth below, it is the intent of the parties that the language in the original Agreement remains unchanged.

**ARTICLE 3 – Scope**, is amended to add the following roles and responsibilities:

A. Purpose.

The purpose of this amendment between the FAA and the Sponsor is to identify delineation of responsibilities with respect to the procurement and re-establishment of new shelters for the runway 03 Localizer and Glide Slope. This amendment is required so that FAA can procure GS and LOC shelters which will exceed the original estimated amount. The increased amount will reflect the direct costs plus the administrative overhead amount per Article 7, of the original Reimbursable Agreement AJW-FN-CSA-09-0416. The procurement and re-establishment activity is in support of the Sponsor's extension of runway 21.

B. The FAA responsibilities set forth at Article 3.B. in the original Agreement should now include the following additional activities:

- Purchase one each Localizer and Glide Slope shelter.
- Prepare the shelters with necessary hardware and appurtenances to accommodate respective localizer and glide slope electronic equipment.
- Relocate the glide slope and localizer electronic equipment from the old shelters to the new shelters.
- Ensure the new shelters are shipped to the San Antonio International Airport.

C. The Sponsor responsibilities set forth at Article 3.C. in the original Agreement should now include the following additional activities:

- Perform all shelter site preparation, including establishment of all support infrastructure services e.g. duct bank, electrical power, control cable, etc.
- Remove the shelters from the delivery vehicle and mount the shelters at the prepared sites.
- Provide all funding for the purchase, preparation and shipment of the shelters.

**ARTICLE 7. Estimated Costs**

The estimated additional FAA costs associated with this amendment to the Agreement are as follows:

| <b>San Antonio, TX – Purchase Localizer and Glide Slope Shelters</b> | <b>Estimated Cost</b> |
|--|-----------------------|
| <b>General</b>   |                       |
| Glide Slope Shelter  | \$35,000.00           |
| Localizer Shelter  | \$35,000.00           |
| Contingency  | \$2,000.00            |
| <b>SUB-TOTAL</b>   | <b>\$72,000.00</b>    |
| Overhead (26.5%)   | \$19,080.00           |
| <b>TOTAL</b>   | <b>\$91,080.00</b>    |

| <b>Description of Reimbursable Item</b>   | <b>Estimated Cost</b> |
|---|-----------------------|
| New Estimated Cost including the Administrative Overhead Charges are:   | \$601,187.45          |
| Total Received from the Project Sponsor for the Original Agreement Including Administrative Overhead Charge is: | \$510,107.45          |
| Total of this Amendment Including Administrative Overhead Charge is:  | (\$91,080.00)         |

**AGREED:**

The FAA and the Project Sponsor agree to the provisions of this Amendment, Amendment Number 1, as indicated by the signatures of their duly authorized officers.

CITY OF SAN ANTONIO, TEXAS  
SAN ANTONIO INTERNATIONAL  
AIRPORT

FEDERAL AVIATION ADMINISTRATION

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Contracting Officer  
DATE \_\_\_\_\_