

# City of San Antonio



## AGENDA

### City Council A Session

Municipal Plaza Building  
114 W. Commerce Street  
San Antonio, Texas 78205

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**Thursday, March 27, 2025**

**9:00 AM**

**Municipal Plaza Building**

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The City Council will hold its regular meeting in the Norma S. Rodriguez Council Chamber in the Municipal Plaza Building beginning at the above referenced date and time for the following items. Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times.

#### **9:00AM: Call to Order**

Members of the public can comment on items on the agenda. To sign up to speak visit [www.saspeakup.com](http://www.saspeakup.com). Click on meetings and events and select the meeting you'd like to participate in. Sign up to speak or submit a written comment. Questions relating to these rules may be directed to the Office of the City Clerk at (210) 207-7253.

Individuals signing up for public comment may register for VIA bus fare or parking validation at [www.saspeakup.com](http://www.saspeakup.com). VIA bus fare or parking at City Tower Garage (located at 100 Blk N. Main) will be provided to individuals who request the assistance. Staff will provide VIA bus fare passes and parking validation tickets in the lobby of City Council Chambers.

To view the Live meeting please view our [Live Stream](#)

During the meeting, the City Council may meet in executive session for consultation with the City Attorney's Office concerning attorney-client matters under Chapter 551 of the Texas

Government Code.

### **ACCESS STATEMENT**

**The City of San Antonio ensures meaningful access to City meetings, programs and services by reasonably providing: translation and interpretation, materials in alternate formats, and other accommodations upon request. To request these services call (210) 207-2098 or Relay Texas 711 or by requesting these services online at <https://www.sanantonio.gov/DEI/Language-Services>. Providing at least 72 hours' notice will help to ensure availability.**

Intérpretes en español estarán disponibles durante la junta del consejo de la ciudad para los asistentes que lo requieran. También se proveerán intérpretes para los ciudadanos que deseen exponer su punto de vista al consejo de la ciudad. Para más información, llame al (210) 207-7253.

For additional information on any item on this agenda, please visit [www.sanantonio.gov](http://www.sanantonio.gov) or call (210) 207-7080.

7. Ratifying an amendment to the KFT Fire Trainer, LLC, contract for continued maintenance and support services for Fire Trainer Live Fire Training Systems for the San Antonio Fire Department for the period February 1, 2025, through January 31, 2028, with two, one-year renewal options for a total contract amendment amount of \$144,395. Funding for year one in the amount of \$28,879 is from the General Fund FY 2025 Adopted Budget. Funding for subsequent years is contingent upon City Council approval of the department budget. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

### **THE CITY COUNCIL MAY RECESS FOR LUNCH AND RECONVENE TO CONSIDER ANY UNFINISHED COUNCIL BUSINESS**

6:00 P.M. – If the Council has not yet adjourned, the presiding officer shall entertain a motion to continue the council meeting, postpone the remaining items to the next council meeting date, or recess and reconvene the meeting at a specified time on the following day.

Printed on: 03/30/2025 09:20 AM



# City of San Antonio

## Agenda Memorandum

**File Number:**

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**Agenda Item Number:** 7

**Agenda Date:** March 27, 2025

**In Control:** City Council A Session

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**DEPARTMENT:** Finance Department

**DEPARTMENT HEAD:** Troy Elliott

**COUNCIL DISTRICTS IMPACTED:** Citywide

**SUBJECT:**

Ratification for Amendment 4 with KFT Fire Trainer, LLC for SAFD

**SUMMARY:**

This ordinance ratifies a contract amendment with KFT Fire Trainer, LLC for continued maintenance and support services for Fire Trainer Live Fire Training Systems for the period February 1, 2025 through January 31, 2028, with two, one-year renewal options for the total contract amendment amount of \$144,395, for the San Antonio Fire Department (SAFD). Funding for year one in the amount of \$28,879 is available from the General Fund FY 2025 Adopted Budget. Funding for subsequent years is contingent upon Council approval of department budget.

**BACKGROUND INFORMATION:**

City Council approved Ordinance 2018-06-21-0464 on June 21, 2018, for a contract with KFT Fire Trainer, LLC to provide maintenance and support services of the Structural Fire Trainer T2000 training simulator for the period October 1, 2018, and which was amended and extended and then terminated on January 31, 2025. This ratification of Amendment 4 extends the term of the contract for continued maintenance and support for the period February 1, 2025 through January 31, 2028, with two, one-year renewal options. The amendment for the extension of this contract required longer review and negotiation time with the vendor; services were required to

continue beyond the contract expiration date, to avoid any lapse in services, as the amendment was finalized and prepared for council action.

The extended agreement includes up to two scheduled visits per year by a factory-certified technician. The training simulator is utilized to provide realistic controllable fire training for fire cadets, incumbent firefighters and personnel from other City or agency fire departments. All maintenance will be performed in accordance with the Structural Fire Trainer T2000 training simulator operations and maintenance manual.

**ISSUE:**

This ordinance will ratify the contract amendment for maintenance and support services for Fire Trainer Live Fire Training Systems for the San Antonio Fire Department.

This contract amendment is exempt from the Small Business Economic Development Advocacy Program and is an exception to the Local Preference Program.

The Veteran-Owned Small Business Preference Program does not apply to goods/supplies contracts or non-professional services contracts, so no preference was applied to this contract.

**ALTERNATIVES:**

Should this contract amendment not be ratified, the San Antonio Fire Department would not receive maintenance and support services for the Structural Fire Trainer T2000 training simulator which may affect the required training for the department.

**FISCAL IMPACT:**

This ordinance ratifies a contract amendment with KFT Fire Trainer, LLC for maintenance and support services for Fire Trainer Live Fire Training Systems for the period February 1, 2025, through January 31, 2028, with two, one-year renewal options for the total contract amendment amount of \$144,395, for the San Antonio Fire Department (SAFD). Funding for year one in the amount of \$28,879 is available from the General Fund FY 2025 Adopted Budget. Funding for subsequent years is contingent upon Council approval of department budget.

**RECOMMENDATION:**

Staff recommends ratification of this contract amendment.

This contract was procured on the basis of a contract amendment, and a Contracts Disclosure Form is not required.



**FOURTH AMENDMENT  
TO  
KFT FIRE TRAINER, LLC., MAINTENANCE SUPPORT SERVICES AGREEMENT  
FOR FIRETRAINER® LIVE FIRE TRAINING SYSTEMS**

This Fourth Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and KFT Fire Trainer, LLC (“KFT Fire Trainer”).

**WHEREAS**, through Ordinance No. 2018-06-21-0464, passed and approved on June 21, 2018, City Council authorized the execution of the Kidde Fire Trainer Maintenance Agreement (hereinafter the “Agreement”) with Licensor to provide maintenance and support services of the Structural Fire Trainer T2000 training simulator beginning October 1, 2018, and which as amended and extended terminates on January 31, 2025; and

**WHEREAS**, the parties now wish to amend the Agreement for an additional three year period, with two additional, one-year renewal options; **NOW, THEREFORE:**

**I. AMENDMENTS**

- A. Term. The Agreement is hereby amended by adding the following:

This Maintenance Support Services Agreement shall renew, annually subject to and contingent upon appropriation of funding for an additional three-year period, beginning February 1, 2025, and ending January 31, 2028, for an annual fee of **\$28,879.00**, invoiced quarterly. At City’s option, this Agreement may be renewed under the same terms and conditions for two (2) additional (1) year periods for an annual fee of **\$28,879.00**, invoiced quarterly. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

- B. KFT shall provide both preventative maintenance (PM) and corrective maintenance to augment the operator maintenance currently being performed by City:

Preventative Maintenance Only. This plan includes up to two (2) scheduled visits per year by a factory-certified technician. Work will be performed on items as described in the Operations and Maintenance manual provided at time of equipment delivery. This does not include unplanned corrective maintenance required due to inoperable or damaged equipment. Other Corrective Maintenance not listed in the table below is quoted separately:

Service	Preventative/Corrective Maintenance
On-site support - KFT employs a first available tech strategy to arrive, troubleshoot and correct any issues with the trainer subject to parts availability. If parts are required but not available, the tech will return at such time when the parts have arrived on site for installation.	X
Replacement parts, and labor for all repairs (upgrades are not considered repairs)	X
Check the operating performance of all fireplaces and adjust as required. Flame height at all levels and agent detection responses	X
Clean and/or replace all filter elements	X
Inspect all fans and blowers and lubricate all bearings (Repairs only for KFT installed equipment)	X
Inspect all pilot spark igniters and replace as required	X
Inspect and clean all pilot spark flame rods, replace as necessary	X
Inspect the fuel control station and adjust as required. Confirm sensor settings and adjust as required	X
Clean the fuel control station inlet strainer	X
Inspect and calibrate all gas detection assemblies	X
Inspect and adjust all smoke generators	X
Inspect the Programmable Logic Controller battery and replace as required	X
Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)	X
Clean all equipment cabinets	X
Service report provided	X
On Call Phone Support - KFT provides return call service by a KFT Technician within 12-24 hours of receiving the customers initial call for assistance.	X
Discounted parts from KFT	All replacement parts included
Remote access support (must have Ewon)	X

1. KFT Equipment included:

T2000 5 Fires
<ul style="list-style-type: none"><li>• Bedroom Fire</li><li>• Attic Fire with Flashover Fire</li><li>• Office Desk Fire</li><li>• Hallway Flashover Fire</li><li>• Kitchen with Smoke</li></ul>

2. Pricing structure:

Plan Choice	3 year	2 optional years
PM/Corrective Maintenance	\$ 86,637.00	\$ 28,879.00 per year

3. City must provide agent to trainer equipment during preventative maintenance visits.

4. Additional items that are optional: Smoke Fluid, Span Gas, Annual 1402 inspection.

5. KFT Secure Remote Monitoring Device (EWON): Optional device available to the customer to ease KFT technician assistance during the troubleshooting process. Equipment price is \$2,200 and installed during the first preventative maintenance session. (City is required to provide a permanent hotspot).

6. KFT is not responsible for the following areas:

- a) Tank Farms, Supply Lines and all components not supplied and installed by KFT.
- b) System hardware that has been abused or damaged.
- c) System hardware that has been repaired, modified, or replaced by third parties while under contract with KFT.
- d) Loss of owner's ability to train because of conditions beyond KFT's control.

7. Time and Material pricing structure. Unplanned (Corrective) Support (without coverage) ("Repairs") costs are billed at the following rates:

Labor	\$190.00 per hour
*Travel time	\$140.00 per hour
Parts and materials	List minus 10%
*Airfare	Actual cost

Repairs done by KFT will be completed on a time and materials basis. City shall pay KFT the hourly rates and discount rate indicated above for Repairs. Should City request Repairs, KFT will provide a deliverables-based quote with a stated maximum cost, based on the hourly rate and the projected number of hours it will take to complete the work, quoted as a "not to exceed" fee.



\*Parties understand and agree that City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

## **II. TERMINATION**

Termination-Breach. Should KFT fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to KFT, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for KFT to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to KFT specifying the matters in default and the cure period. If KFT fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve KFT of any liability to the City for damages sustained by virtue of any breach by KFT. If it is determined that City improperly terminated the contract for breach, such termination shall be deemed to have been made in accordance with the Termination-Notice section below.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give KFT notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

## **III. PROVISIONS REMAIN IN EFFECT**

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Fourth Amendment.

## **IV. ENTIRE AGREEMENT**

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary

agreements between the parties relating to matters herein.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO, TEXAS**

**KFT FIRE TRAINER, LLC**

\_\_\_\_\_  
Name: Angelica Mata

Title: Assistant Finance Director

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

  
\_\_\_\_\_  
Name: Mirza Lane

Title: Chairwoman & Executive Director

Date: 01/10/2025

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL,  
SIGNED ORDINANCE ADOPTED BY THE CITY COUNCIL.**

**ORDINANCE**

**RATIFYING AN AMENDMENT TO THE KFT FIRE TRAINER, LLC, CONTRACT FOR CONTINUED MAINTENANCE AND SUPPORT SERVICES FOR FIRE TRAINER LIVE FIRE TRAINING SYSTEMS FOR THE SAN ANTONIO FIRE DEPARTMENT FOR THE PERIOD FEBRUARY 1, 2025, THROUGH JANUARY 31, 2028, WITH TWO, ONE-YEAR RENEWAL OPTIONS FOR A TOTAL CONTRACT AMENDMENT AMOUNT OF \$144,395.00. FUNDING FOR YEAR ONE IN THE AMOUNT OF \$28,879.00 IS AVAILABLE FROM THE GENERAL FUND FY 2025 ADOPTED BUDGET. FUNDING FOR SUBSEQUENT YEARS IS CONTINGENT UPON CITY COUNCIL APPROVAL OF DEPARTMENT BUDGET.**

\* \* \* \* \*

**WHEREAS**, by Ordinance No. 2018-06-21-0464, passed and approved on June 21, 2018, City Council authorized an agreement with KFT Fire Trainer, LLC, (“KFT”) to provide maintenance and support services of the Structural Fire Trainer T2000 training simulator, which began October 1, 2018, and as amended and extended was scheduled to terminate on January 31, 2025; (hereinafter referred to as “the Agreement”); and

**WHEREAS**, approval of this ordinance ratifies the fourth amendment of the Agreement extending the term beginning on February 1, 2025, through January 31, 2028, with the option for the City to renew for two additional, one-year periods for an annual fee of \$28,879.00, invoiced quarterly, for a total contract amendment amount of \$144,395.00, including renewal options; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year’s budget approved by City Council; **NOW THEREFORE:**

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

**SECTION 1.** This *Fourth Amendment to the KFT Fire Trainer, LLC, Maintenance Support Services Agreement for Firetrainer® Live Fire Training Systems* (the “Amendment”) is hereby ratified in all things. A copy of the Amendment is attached hereto as **Exhibit I**.

**SECTION 2.** Funding for this ordinance in the amount of \$28,879.00 is available in Fund 11001000, Cost Center 2015090002 and General Ledger 5204050 as part of the Fiscal Year 2025 Adopted Budget approved by City Council.

**SECTION 3.** Additional funding is contingent upon City Council approval of the Fiscal Year 2026 and subsequent budgets that fall within the term of the contract.

**SECTION 4.** Payment in the amount up to \$144,395.00 is authorized to KFT Fire Trainer, LLC, and should be encumbered with a purchase order(s).

**SECTION 5.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or 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 6.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED** this \_\_ day of \_\_\_\_, 2025.

**M A Y O R**  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Debbie Racca-Sittre, City Clerk

\_\_\_\_\_  
Andrew Segovia, City Attorney