

City of San Antonio



AGENDA

City Council A Session

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

Thursday, March 27, 2025

9:00 AM

Municipal Plaza Building

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. 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. 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 or call (210) 207-7080.

19. Ordinance approving a Professional Service Agreement with Tetra Tech, Inc., to conduct on-call emergency debris management monitoring services for an estimated total amount of \$950,000, in the event there is a Federal Emergency Management Administration (FEMA)-declared disaster emergency. The initial term of the agreement will begin upon the effective date of the ordinance, and shall terminate on March 30, 2028 with two additional, one-year renewal options. Funds are not encumbered by this ordinance. [David W. McCary, Assistant City Manager; Josephine Valencia, Interim Director, Solid Waste Management]

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 10:21 AM



City of San Antonio

Agenda Memorandum

File Number:

Agenda Item Number: 19

Agenda Date: March 27, 2025

In Control: City Council A Session

DEPARTMENT: Solid Waste Department

DEPARTMENT HEAD: Josephine Valencia, Interim Department Head

COUNCIL DISTRICTS IMPACTED: Citywide

SUBJECT:

On-Call Emergency Debris Management Monitoring

SUMMARY:

This ordinance authorizes a contract with Tetra Tech, Inc. to provide monitoring services that include management and accounting services as necessary for disaster related debris removal and disposal during a Federal Emergency Management Administration (FEMA)-declared emergency for an estimated total value of \$950,000. Funds are not encumbered by this ordinance. Initial funding for this contract will come from the Solid Waste Operating Fund with reimbursement of costs incurred from FEMA.

BACKGROUND INFORMATION:

Submitted for City Council consideration and action is the proposal submitted by Tetra Tech, Inc. dependent on a FEMA-declared disaster emergency. Services provided include project management and process oversight, documentation and reimbursement, field collection monitoring, temporary debris storage, reduction site and drop off site monitors, aerial photographs of debris sites, and necessary personnel. The successful firm has proven experience with overall management and FEMA requirements, rules, and regulations to qualify.

The City issued a Request for Proposals (RFP) for On-Call Emergency Debris Management Monitoring (RFP 24-176; RFX 6100018467) on October 25, 2024, with a submission deadline of November 26, 2024. The RFP was advertised in the HartBeat, TVSA channel, the City's Bidding & Contracting Opportunities website, the San Antonio e-Procurement System and an email notification was released to a list of potential Respondents. Three proposals were received, and all proposals were deemed responsive for evaluation.

The evaluation committee consisted of representatives from the Solid Waste Management Department (SWMD) and the Parks and Recreation Department. The Finance Department's, Procurement Division assisted by ensuring compliance with City procurement policies and procedures. The evaluation of each proposal was based on a total of 100 points: 40 points allotted for experience, background and qualifications; 40 points allotted for proposed plan; and 20 points allotted for respondent's price schedule. Additional categories of consideration included references and financial qualifications.

The evaluation committee met to discuss and score the proposals on January 15, 2025. The top ranked firm was Tetra Tech, Inc. and is recommended for award.

The initial term of the agreement will begin upon the effective date of the ordinance awarding the contract and shall terminate on March 30, 2028. Two additional, one-year renewals at the City's discretion will also be authorized by this ordinance.

ISSUE:

This contract will provide services in case of a natural or manmade disaster. Examples of the services are emergency road clearance, debris removal from public and private property, debris removal from rights of way, temporary debris staging and reduction sites, and debris disposal, among other services in response to an emergency.

The Small Business Economic Development Advocacy (SBEDA) Ordinance requirements were waived due to the use of Federal Funds.

The Local Preference Program was not applicable to this contract, as grant does not expressly mandate or encourage geographic preference.

The Veteran-Owned Small Business Preference Program (VOSB) was not applicable to this contract, as grant does not expressly mandate or encourage a VOSB preference.

This vendor has acknowledged to comply with the Heat Illness Prevention Ordinance, approved on August 31, 2023, through Ordinance #2023-08-31-0585.

ALTERNATIVES:

City Council could elect to not approve this contract for On-Call Emergency Debris Management Services. Consequently, SWMD would be required to process individual procurements to provide such services, thus delaying action required during a FEMA disaster declaration. The department does not have the staff to perform these services in addition to day-to-day operations. The department also lacks the expertise in FEMA-related rules and regulations related to reimbursement and debris management monitoring.

FISCAL IMPACT:

This ordinance will approve a contract with Tetra Tech, Inc., to provide the Solid Waste Management Department with On-Call Emergency Debris Management Monitoring services for an estimated total value of \$950,000 as directed by the City, during a Federal Emergency Management Administration (FEMA)-declared emergency. Funds are not encumbered by this ordinance. Initial funding for this contract will come from the Solid Waste Operating Fund with reimbursement of costs incurred from FEMA.

RECOMMENDATION:

Staff recommends approval of this ordinance, awarding a contract to Tetra Tech, Inc. for On-Call Emergency Debris Management Monitoring Services.

This contract was procured by means of Request for Proposals and a Contracts Disclosure Form is required.

FINAL SCORE MATRIX

RFP for On-Call Emergency Debirs Management Monitoring (24-176; 6100018467) Score Summary *FINAL EVALUATION JANUARY 15, 2025	Maximum Points	Tetra Tech, Inc. 2301 Lucien Way, Suite 120 Maitland, FL 32751	DebrisTech, LLC 923 Goodyear Boulevard Picayune, MS 39466	Thompson Consulting Services 2601 Maitland Center Parkway Maitland, FL 32751
A - Experience, Background and Qualifications	40	39.40	34.00	30.60
B - Proposed Plan	40	39.40	34.20	31.40
A - B Sub-Total	80	78.80	68.20	62.00
C - Price	20	12.38	20.00	16.77
TOTAL SCORE	100	91.18	88.20	78.77
RANK BASED ON TOTAL SCORE		1	2	3

*One evaluation meeting held, and no interviews conducted.



CITY OF SAN ANTONIO

Contract Disclosure Form

Please print completed form and submit with proposal.
All questions must be answered and sections must be completed.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

Inaccurate or incomplete disclosures may affect eligibility.

*This is a:

☐ New Submission ☐ Correction ☒ Update to previous submission

*1) Contract Information

a) Contract or Project Name:

On Call Emergency Debris Management Monitoring

b) Department:

Solid Waste Management



*2) Disclosure of parties, owners, and closely related persons.

a) LEGAL NAME (must match the name that will appear on the contract, if awarded).

Name

Tetra Tech, Inc.

b) Name and Title of Authorized Signatory (person who will sign the contract)

Name

Title

Jonathan Burgiel

Business Unit President

c) Name of all Owners.

Name

Dan L. Batrack Chairman, Chief Executive Officer
Steven M. Burdick Executive Vice President, Chief
Financial Officer Leslie L. Shoemaker, PhD
Executive Vice President, Chief Sustainability and
Leadership Development Officer William R.
Brownlie Senior Vice President, Chief Engineer
Brian N. Carter Senior Vice President, Corporate
Controller and Chief Accounting Officer Craig L.
Christensen Senior Vice President, Chief
Information Officer Preston Hopson Senior Vice
President, General Counsel, and Secretary Richard
A. Lemmon Senior Vice President, Corporate
Administration Brendan O'Rourke Senior Vice
President, Enterprise Risk Management Roger R.
Argus President, Commercial/International Group
Jeremy B. Travis President, Government Services
Group and U.S. Government Division Stuart W.
Fowler President, High Performance Buildings
Division Craig Hatch President, Europe and UK
Division Olivier H. Jeannot President, Federal
Information Technology Division Thomas Reilly
President, Global Development Services Divisio

d) Name of all Board Members.

Name

Dan L. Batrack Chairman of the Board Gary
R.Birkenbeuel Director John Douglas Director
Prashant Gandhi Director Joanne M. Maguire
Director Christiana Obiaya Director Kimberly
E.Ritrievi Director Kirsten M. Volpi Director Li-
SanHwang Chairman Emeritus

e) Name of all Executive Committee Members.

Name

Dan L. Batrack Chairman of the Board Gary
R.Birkenbeuel Director John Douglas Director
Prashant Gandhi Director Joanne M. Maguire
Director Christiana Obiaya Director Kimberly
E.Ritrievi Director Kirsten M. Volpi Director Li-San
Hwang Chairman Emeritus

f) Name of all Officers.

Name

Dan L. Batrack Chairman of the Board Gary
 R.Birkenbeuel Director John Douglas Director
 Prashant Gandhi Director Joanne M. Maguire
 Director Christiana Obiaya Director Kimberly
 E.Ritrievi Director Kirsten M. Volpi Director Li-San
 Hwang Chairman Emeritus

***3) List any individual(s) or entity(ies) that is a partner, parent company, joint venture, or subsidiary entity(ies) of the individual or entity listed in Section 2 above.**

- ☒ Not applicable. Contracting party(ies) does not have partner, parent company, joint venture, or subsidiary entities.
- ☐ If applicable, list below names and type of relationship (partner, parent company, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:

***4) Subcontractor Information.**

- ☒ Not applicable. No subcontractors will be retained for this contract.
- ☐ Subcontractors may be retained, but have not been selected at the time of this submission.
- ☐ The following subcontractors have been retained for this contract (please list information below):

***5) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 2, 3, or 4 to assist in seeking this contract.**

- ☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- ☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***6) Disclosure of political contributions.**

List any campaign or officeholder contributions made in the past 24 months by individuals listed in Sections 2, 3, 4 or 5 to any current or former City Council member, candidate for City Council, or specific purpose political action committee (SPAC) formed for the purpose of supporting or opposing a candidate for City Council. Please include any indirect contributions made by a spouse (statutory or common-law) of any individual listed in Sections 2, 3 or 4:

- ☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.
- ☐ If applicable, list below name of contributor; to whom; date; and amount:

***7) Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member?

- ☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.
- ☐ I am aware of the following conflict(s) of interest:

***8) Service on a City Board or Commission.**

Currently, or within the past twelve (12) months, have any individuals listed in Sections 2, 3, or 4, or their spouse, sibling, parent, child, or other first-degree family member by consanguinity or affinity, served on a City board or commission?

- ☐ Yes ☒ No

If yes, do any of the individuals own 10% or more of the voting stock or shares, or 10% or more of the fair market value of the entity seeking a contract with the City?

☐ Yes ☒ No

Acknowledgements

*1. Updates Required

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

*3. Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.
- ☐ This is a high-profile contract. If this is a high-profile contract, please acknowledge the following:

- ☐ I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that certain individuals as outlined in Section 2-309 of the Municipal Campaign Finance Code are prohibited from making campaign contributions to any Councilmember, candidate or specific political action committee (SPAC) formed to support or oppose a City Councilmember or candidate from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded.
- ☐ I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.
- ☐ **PENALTY:** I acknowledge that if any of the individuals or entities identified in Section 2-309 of the Municipal Campaign Finance Code make a prohibited contribution during the blackout period, the City cannot award the contract to them. Additionally, City Council may void any contract awarded in violation of this provision.

*4. Prohibited Interest in Contracts

- ☒ I acknowledge that under the City Charter and Ethics Code, City Officers (including members of certain boards and commissions considered "more than advisory" in nature) and certain City Employees, as well as their close family members, and businesses they or their family own (with a 10% or greater interest) are prohibited from obtaining contracts with the City during their service. This includes subcontracts and applies to related businesses. These individuals and their families remain prohibited from obtaining discretionary contracts for one year after leaving City service.

*5. Conflicts of Interest Questionnaire (CIQ)

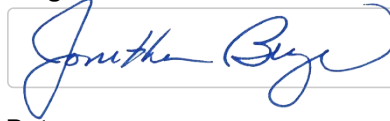
- ☒ I understand Chapter 176 of the Local Government Code requires certain contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if the contract is not designated as "High Profile". I acknowledge that I have been advised of the requirement.

*Oath

- ☒ I swear or affirm that the statements contained in this Contract Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

*** Print Name:**

Jonathan Burgiel

*** Signature:****Title:**

Business Unit President

Date:

12/11/2024

*** Company Name:**

Tetra Tech, INC.

Please print completed form and submit with proposal.
All questions must be answered and sections must be completed.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

GR.1075-01.PUR.REPORT.Contract Disclosure Form
Rev. 09/07/2021

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
TETRA TECH, INC.
FOR
ON-CALL EMERGENCY DEBRIS MANAGEMENT MONITORING
(RFP 24-176; RFx 6100018467)**

**STATE OF TEXAS §
 §
COUNTY OF BEXAR §**

I. AGREEMENT

1.1 This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and Tetra Tech, Inc., a corporation, registered in the State of Texas (hereinafter referred to as "(Contractor)" or "Contractor"), said Agreement being executed pursuant to Ordinance No. _____ passed and approved by the City Council on March 27, 2024. Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I – Request for Proposals – On-Call Emergency Debris Management Monitoring (RFP 24-176, RFx: 6100018467), Issued by the City on October 25, 2024;
2. Exhibit II – Addendum I issued November 18, 2024;
3. Exhibit III – Price Schedule. Submitted by Contractor in the response to the RFP, as RFP Attachment B;
4. Exhibit IV – Copy of enabling Ordinance No. _____.

1.2 Further, Contractor's responses to the RFP, its addendum are also fully incorporated by reference as Exhibits hereto, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

1.3 The RFP and its addendum govern Contractor's responses; this Integration Agreement governs both the RFP and responses, in case of conflicts; the Enabling Ordinance governs all in case of conflict. This agreement supersedes any previous agreement or understanding of the parties, whether written or oral related to the subject matter of 24-176, RFx: 6100018467.

II. TERMS

2.1 The term of this Agreement is for three (3) years and shall commence, after approval by the City Council as signified by the passage of an Ordinance, on the date recited in the enabling Ordinance, and terminate on November 30, 2027. At the City's sole option, this Agreement may be renewed for two (2) additional renewal terms of one (1) year each, under the same terms and conditions, with no further action by City Council.

2.2 Notwithstanding any other provisions of the Agreement, and in order to satisfy the requirements of the Constitution of the State of Texas, all covenants and commitments of City contained herein which would require the expenditure of funds by City are subject to and contingent upon the annual appropriation process of the City of San Antonio's City Council. In the event City fails to appropriate sufficient funds dedicated to funding any such obligation of City, such a failure shall not be considered a default or breach of this Agreement.

III. SCOPE OF SERVICES AND BUDGET

3.1 The Scope of Services and Budget are laid out in the RFP in Exhibit "I" and are incorporated herein.

3.2 Contractor agrees to provide the services described, in exchange for the compensation described in Article IV.

3.3 All work performed by Contractor hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article XII, in whole or in part, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION FROM THE CITY

4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by Director, of services and activities set forth in this Agreement, City agrees to pay Contractor, if services are required, an amount not to exceed **One Hundred Thousand Dollars and no/100 (\$100,000.00)** annually. It is understood that the amount paid under this Section shall be the maximum amount to be paid to Contractor by City. Contractor will be paid for the actual work performed on the project which may be less than the above amount. Contractor shall be solely responsible for all other funding associated with the Project.

4.2 City reserves the right to remit final payment only after the completion of all deliverables as set forth in Exhibit "I" have been met to the satisfaction of the Director or his/her designee. Invoices shall be submitted in a form acceptable to City, which shall be paid within 30 days of receipt and approval by Director or his/her designee. Invoices shall be submitted to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

4.3 No additional fees or expenses of Contractor shall be charged by Contractor nor be

payable to Contractor by City. The parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in **Section 4.1** above. Total payments to Contractor cannot exceed that amount set forth in **Section 4.1** above, without prior approval and agreement of all parties, including, if necessary, the City of San Antonio's City Council, evidenced in writing or by adoption of ordinance.

4.4 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Contractor following 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 Contractor for the payment of any monies or the provision of any goods or services.

V. RECORD RETENTION

5.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

5.2 Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

5.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

VI. NOTICE

6.1 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 via United States Postal Service 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.

If intended for City, to:

City of San Antonio
Attn: Solid Waste Management Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to:

Tetra Tech, Inc
Attn: Betty Kamara
2301 Lucien Way, Suite 120
Maitland, Florida 32751
TDR.contracts@tetrattech.com

VII. CITY'S RIGHT TO AUDIT

7.1 The City reserves the right to conduct or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City during the performance period. The City may engage a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, to perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records. Contractor acknowledges that this provision shall not limit the City from additional follow-up to audits or reviews, as necessary, or from investigating items of concern that may be brought to the City's attention which are other than routine.

7.2 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources if Contractor is found to be at fault.

VIII. ASSIGNMENT AND SUBCONTRACTING

8.1 Contractor shall supply qualified personnel, including vehicle operators, as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

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

8.3 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 Contractor assign, transfer, convey, delegate, or otherwise dispose of any pan of all or any part of its rights, title or interest in this Agreement. City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with the termination provisions herein, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

IX. INSURANCE

9.1 No later than 30 days before the scheduled event, Contractor must provide a completed Certificate(s) of Insurance to City's Solid Waste Management Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number.

9.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Solid Waste Management Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

9.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

9.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

9.5 Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, at Contractor'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 below. If the Contractor claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Explosion, Collapse, Underground Property Hazard Liability f. Independent Contractors* g. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate \$2,000,000 Products & Completed Operations, or its equivalent in Umbrella or Excess Liability Coverage. g.) \$300,000*
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Environmental Insurance – (Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*If Applicable	

9.6 Contractor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Contractor shall provide City with subcontractor certificates and endorsements the subcontractor starts work.

9.7 If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio
Attn: Solid Waste Management Department
P.O. Box 839966
San Antonio, Texas
78283-3966

9.8 Contractor's insurance policies must contain or be endorsed to contain the following provisions:

- Name 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 City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability, and auto liability policies in favor of City; and
- Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal, or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

9.9 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.10 In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Agreement until Contractor demonstrates compliance with requirements.

9.11 Nothing contained in this Agreement shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

9.12 Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

9.13 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

9.14 Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

X. NONWAIVER OF PERFORMANCE

10.1 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 anyone 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. In fact, no waiver change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the Director. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XI. INDEPENDENT CONTRACTOR

11.1 Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and Contractor; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors, and Contractor, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XII. TERMINATION

12.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement, or earlier termination pursuant to any of the provisions hereof.

12.2 Termination Without Cause. This Agreement may be terminated by either party upon written notice, which notice shall be provided in accordance with this Agreement.

12.3 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.

12.4 Regardless of how this Agreement is terminated, Contractor shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor. Any record transfer shall be completed within

thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense.

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

12.6 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 Contractor for any default hereunder or other action.

XIII. AMENDMENTS

13.1 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 Contractor. Director or her designee shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to the requirements of the City's charter or contracting policies and contingent upon appropriation of funds for any increase in expenditures by the City.

XIV. INDEMNIFICATION

14.1 CONTRACTOR 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 CONTRACTOR'S activities under this Contract, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR 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. In addition, Contractor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

14.2 The provisions of this Indemnity 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. Contractor shall advise the City in writing within 24 hours of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

14.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

14.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XV. FORCE MAJEURE

15.1 All parties hereto shall use all due diligence to perform and take all necessary measures in good faith to perform the obligations contained herein; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, governmental act or order, epidemic, pandemic, or any other good cause beyond the reasonable control of such party, then the time for performance as therein specified shall be approximately extended by the amount of the delay actually so caused.

XVI. CHOICE OF LAW

16.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. TEXAS CONFLICTS OF LAW RULES SHALL NOT BE USED TO CAUSE THE APPLICATION OF LAW OF A JURISDICTION OTHER THAN TEXAS.

16.2 THE OBLIGATIONS PERFORMABLE HEREUNDER BY BOTH PARTIES SHALL BE DEEMED PERFORMABLE IN SAN ANTONIO, BEXAR COUNTY, TEXAS. ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY

OR INDIRECTLY, AS A RESULT OF THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

16.3 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

16.4 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Contractor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Contractor's certification. If found to be false, or if Contractor is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XVII. LICENSES/CERTIFICATIONS

17.1 Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE

18.1 Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations. Additionally, Contractor will comply with and assure compliance with any and all FEMA specific requirements related to or affecting reimbursements.

XIX. ADDITIONAL PROVISIONS

19.1 Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By executing this Agreement with the City, Contractor hereby verifies that it does not boycott Israel, and will not boycott Israel during the Term of the Agreement. The City hereby relies on Contractor’s verification. If found to be false, the City may terminate this Agreement for material breach.

19.2 Boycotting Certain Energy Companies.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By or executing contract this Agreement with the City, Contractor hereby verifies that it

does not boycott energy companies and will not boycott energy companies during the Term of this Agreement. The City hereby relies on Contractor's verification. If found to be false, the City may terminate this Agreement for material breach.

19.3 Firearm Entities.

This section only applies to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By executing this Agreement with the City, Contractor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association. The City hereby relies on Contractor's verification. If found to be false, the City may terminate this Agreement for material breach.

19.4 **Prohibition On Contracts With Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization:** Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Contractor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Contractor's certification. If

found to be false, or if Contractor is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XX. SEVERABILITY

20.1 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.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIII. CAPTIONS

23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. ENTIRE AGREEMENT

24.1 This Agreement together with its exhibits, as listed above, 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.

Agreed, Consented to, and Executed this ____ day of March, 2025.

CITY OF SAN ANTONIO

TETRA TECH, INC.

David McCary
Assistant City Manager

Jonathan Burgiel
Business Unit President

APPROVED AS TO FORM:

Andrew Segovia
City Attorney

By: _____
Assistant City Attorney

EXHIBIT LIST

1. Exhibit I – Request for Proposals – On-Call Emergency Debris Management Monitoring (RFP 24-176, RFx: 6100018467), Issued by the City on October 25, 2024;
2. Exhibit II – Addendum I issued November 18, 2024;
3. Exhibit III – Price Schedule. Submitted by Contractor in the response to the RFP, as RFP Attachment B;
4. Exhibit IV – Copy of enabling Ordinance No. _____.

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

AN ORDINANCE

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH CERES ENVIRONMENTAL SERVICES, INC., DRC EMERGENCY SERVICES, LLC, AND TFR ENTERPRISES, INC., TO CONDUCT ON-CALL EMERGENCY DEBRIS MANAGEMENT SERVICES FOR AN ESTIMATED TOTAL VALUE OF \$950,000.00, IN THE EVENT THERE IS A FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA)-DECLARED DISASTER EMERGENCY. THE INITIAL TERM OF THE AGREEMENT WILL BEGIN UPON THE EFFECTIVE DATE OF THE ORDINANCE AWARDING THE CONTRACT AND SHALL TERMINATE ON MARCH 30, 2028. TWO ADDITIONAL, ONE-YEAR RENEWALS AT THE CITY'S OPTION WILL ALSO BE AUTHORIZED BY THIS ORDINANCE

* * * * *

WHEREAS, the City of San Antonio Solid Waste Management Department sought proposals from qualified contractors to enter into on-call disaster debris management contracts at no immediate cost to the City for services to include clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or man-made disaster to eliminate immediate threats to the public health and safety or immediate threats of significant damage to improved public or private property that is considered essential to ensure economic recovery of the affected community, with services to be performed in accordance with all applicable Federal, State and local laws, standards and regulations as well as in compliance with FEMA policies and guidelines and to provide disaster recovery technical program management assistance to City officials; and

WHEREAS, the City issued a Request for Proposals (RFP) for "On-Call Debris Management" (RFP 24-175; RFx 6100018465) on October 24, 2024 with a response deadline of November 25, 2024; the RFP responses were evaluated and scored by a committee consisting of representatives from various City departments and, based on the evaluations and rankings made in the selection process staff recommends awarding three contracts to the most qualified firms, being Ceres Environmental Services, Inc., DRC Emergency Services, LLC, TFR Enterprises, Inc.; and

WHEREAS, these are on-call contract and shall be used as required; the initial term of the agreement shall be for a period of three-years with two additional one-year renewal at the City's option; costs associated with the use of the award are dependent upon a FEMA declared disaster emergency and expenses incurred due to such an event are to be reimbursed by FEMA; and

WHEREAS, this ordinance authorizes the selection of Ceres Environmental Services, Inc., DRC Emergency Services, LLC, TFR Enterprises, Inc., and awards each a contract for On-Call Debris Management Services, in an amount dependent on a Federal Emergency Management Administration (FEMA) declared disaster emergency, for a three-year term with an option to renew the agreement for two additional one-year extension under the same terms and conditions at the City's discretion; **NOW THEREFORE:**

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

SECTION 1. this ordinance authorizes the City Manager, or his designee, or the Director, Solid Waste Management Department, or her designee, to take all actions necessary to negotiate and execute Agreements with Ceres Environmental Services, Inc., DRC Emergency Services, LLC, TFR Enterprises, Inc. for On-Call Disaster Debris Management for the City of San Antonio for a three-year term beginning on March 30, 2025, and ending March 30, 2028, with options to renew, one or all of them, for two additional, one-year terms. The nominal annual contract value for each of the Agreements, if exercised, is \$100,000.00. A copy of the Agreements, in substantially final form, is attached and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 90 days from the effective date.

SECTION 2. Funds will not be encumbered by this ordinance. Initial funding for this contract will come from the Solid Waste Operating Fund with reimbursement of costs incurred from the Federal Emergency Management Fund (FEMA).

SECTION 3. 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 the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

PASSED and APPROVED this 27th day of March, 2025.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney