

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director, Department of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Assistant City Manager; Jason E. Cosby, P.E., Assistant Director of Public Works; Milo Nitschke, Director of Finance; Rebecca Waldman, Director of Asset Management; Peter Zanoni, Acting Director, Office of Management and Budget; File

SUBJECT: San Antonio Mobility Coalition, Inc. (SAMCo) Membership Dues

DATE: March 4, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute a Professional Services Agreement with the San Antonio Mobility Coalition, Inc., and approves payment in an amount not to exceed \$70,000 to the San Antonio Mobility Coalition, Inc. (SAMCo), for annual membership dues beginning February 1, 2004 through January 31, 2005 for the City of San Antonio.

Staff recommends approval of this ordinance.

BACKGROUND

SAMCo is a nonprofit group, formed in 2002, which facilitates communication between public and private interests working to expedite the Metropolitan Planning Organization (MPO) 25-year Transportation Plan and advocate for funding projects. SAMCo's further purposes are to identify, publicize and advance the implementation of mobility solutions for San Antonio and Bexar County that will maintain and improve quality of life, economic growth, business conditions in the area, and therefore, it is in the best interest of the City to participate with and assist SAMCo in promoting said purposes. SAMCo is comprised of the following members: City of San Antonio, Bexar County, VIA Metropolitan Transit Authority, San Antonio Water System, City Public Service, Witte Museum, San Antonio River Authority, KellyUSA, Greater San Antonio Chamber of Commerce, Free Trade Alliance San Antonio, North San Antonio Chamber of Commerce, San Antonio Hispanic Chamber of Commerce, South San Antonio Chamber of Commerce, Greater Austin-San Antonio Corridor Council, Real Estate Council of San

Antonio, San Antonio Council of Engineering Companies, Medical Center Alliance major San Antonio corporations and engineering, real estate, banking and construction companies. Annual membership dues are split 50% for each category (governmental agencies and private sector). In addition to the \$70,000 paid by the City of San Antonio, examples of the dues paid by other governmental agencies are \$35,000 by Bexar County and \$25,000 by VIA.

Legislation was approved to allow the State of Texas to negotiate with organizations to construct and manage corridors and enable regional authorities to build toll roads. Other cities have similar groups concentrating on transportation, including the Capital Area Transportation Coalition in Austin, the Dallas Regional Mobility Authority and the Greater Houston Partnership.

Since the establishment of SAMCo in February 2002, it has made efforts to require the General Accounting Office to review calculations related to federal highway funding and urging Congress to maintain highway level through balances in the federal highway trust fund. The U.S. Congress had begun debates on a proposal that would cut federal investment in state and local highway improvement programs by \$8.6 billion driven by the recessions impact on forecasted highway user fee (fuel tax) collections. At the state level, the validity of these projections was being debated. A cut at the level proposed might have reduced federal allocations to Texas of up to \$600 million per year, thus compounding the problem of insufficient funding for urgently needed mobility projects.

In addition, SAMCo has supported the City of San Antonio application to the Federal Highway Administration for an Intelligent Transportation (ITS) Enhancement Grant. The City has been a national leader in ITS programs, and continues to develop and deploy ITS facilities throughout the metropolitan area. The ITS program provides needed benefits to congestion, environmental and security concerns. ITS in the IH-37 corridor will provide added effectiveness and safety to coastal hurricane evacuation, and provide deep water shipping access for Kelly USA and other commercial shipping operations.

As of October 17, 2002, the Executive Committee had adopted the following initiatives and endorsements for the 78th Legislative Agenda identifying funding opportunities:

- **Advanced Transportation District** – modify existing statute so potential future sales tax revenue collected by the district can be used to improve transit services, street conditions, and highway system efficiency. The modification would include the distribution of the proceeds from a sales tax referendum between transit services, city street and county road infrastructure improvements and used to leverage additional state and federal transportation funds.
- **Regional Mobility Authority (RMA)** – modification to the existing statutes to permit the RMA's to issue revenue bonds and acquire property through eminent domain. Where feasible, support the expansion of the Exclusive Development Agreement contracting authority to include RMAs.



San Antonio Mobility Coalition, Inc.

Transportation Solutions for an Improved Quality of Life

602 E Commerce St ♦ San Antonio, TX 78205 ♦ (210) 225-2125 ♦ (210) 225-1600 Fax

www.samobilitycoalition.org

February 6, 2004

Mr. Tom Wendorf, P.E.
Director, Public Works Department
City of San Antonio
P.O. Box 839966
San Antonio Texas, 78283-3966

Re: SAMCo Professional Services Contract: February 1, 2003 – January 31, 2004

Dear Mr. Wendorf:

In reference to Paragraph 2.1 in the Professional Services Contract (dated April 7, 2003) between the City of San Antonio and San Antonio Mobility Coalition, Inc. (SAMCo), the following is a report on the SAMCo Deliverables that were listed in Exhibit "A" Scope of Work:

- Sponsor Texas Transportation Commission Delegation Presentation – Completed January 29, 2004.
- Host a Transportation Forum – Completed September 19, 2003.
- Support implementation Mobility 2025 Plan – On going activity.
- Identify local, state and federal transportation funding opportunities - See attached SAMCo Activity Report.
- Web Site – on going activity - See www.samobilitycoalition.org
- Public Relations effort – on going activities – See attached SAMCo Activity Report.
- Quarterly Briefing – Briefing conducted through periodic breakfast meeting of the transportation agencies directors, the SAMCo Executive Committee meetings, the quarterly SAMCo Board of Director meetings and the SAMCo Annual Meeting.

It has been a very productive year for SAMCo and I appreciate the assistance that you, Jim Campbell and your respective staffs' have provided to the organization. I would also like to thank both Mayor Garza and Councilman Schubert for their participation in SAMCo.

Sincerely,

Thomas A. Griebel
Executive Director

Attachments

cc: Jim Campbell
Sam Dawson, Chairman, SAMCo

GOVERNMENTAL: Bexar County ♦ City of San Antonio ♦ VIA Metropolitan Transit **PATRON:** Carter & Burgess, Inc. ♦ Clark Construction of Texas, Ltd. ♦ Flasher Equipment Company ♦ Loeffler Jonas & Tuggey, LLP ♦ Martin Marietta Materials Southwest ♦ Pape-Dawson Engineers, Inc. ♦ The Greater San Antonio Chamber of Commerce ♦ Turner Collie & Braden ♦ USAA ♦ Williams Brothers Construction Company, Inc. ♦ **ADVOCATE:** Alamo Cement Company, Ltd. ♦ ARDADIS ♦ Bain Medina Bain, Inc. ♦ Broadway Bank ♦ Cemex, Inc. ♦ Civil Engineering Consultants, Don Durden ♦ HDR Engineering, Inc. ♦ HNTB Corporation ♦ Holt Company of Texas ♦ Lockwood, Andrews & Newnam, Inc. ♦ Medallion Homes ♦ Parsons Brinckerhoff ♦ Pate Engineers, Inc. ♦ PBS&J ♦ Raba-Kistner Consultants, Inc. ♦ SBC ♦ Vickrey & Associates ♦ Vulcan Materials ♦ Zachry Construction Corporation **ASSOCIATE:** The Greater Austin/San Antonio Corridor Coalition ♦ City Public Service ♦ Free Trade Alliance of San Antonio ♦ Greater Kelly Development Authority ♦ Medical Center Alliance ♦ North San Antonio Chamber of Commerce ♦ Real Estate Council of San Antonio ♦ San Antonio Council of Engineering Companies ♦ San Antonio Economic Development Foundation ♦ San Antonio River Authority ♦ San Antonio Water System ♦ South San Antonio Chamber of Commerce ♦ Witte Museum

**San Antonio Mobility Coalition, Inc. (SAMCo) Activity Report
Fiscal Year 2003: October 1, 2002 through September 30, 2003**

BUSINESS OPERATIONS:

- Conducted Financial Review of SAMCo by Treasurer

MARKETING:

- Updated SAMCo Website – Added Hot Links to Patron, Advocate and Associate Members
- Developed SAMCo Membership Recruitment Brochure
- Presentations before SATA, Rotary Club of San Antonio
- Public Relations Committee
- Membership Committee – New Members (4) Patron, (5) Advocate, (6) Associate, (6) General

FUNDING ALTERNATIVES:

- Met with members (and/or staff) of congress in Washington, D.C. to discuss Reauthorization of TEA 21 on 12/02 and 06/03 (June trip included FY 04 Transportation Appropriations)
- SA-DC Trip – Fed. Transportation Issues on 03/09-03/12/03
- Met with TxDOT on the Reauthorization of TEA 21
- Created a Local Funding Committee

STATE:

- Developed 78th Legislative Program
- Texas Urban Transportation Alliance – Participated and Provided Input
- Team TX (Toll Agency Consortium) – Participate and Provide input on San Antonio Toll Road Issues
- Requested additional engineering resources be provided to TxDOT – San Antonio was authorized an additional \$5.5 M
- Monitored Monthly TTC Meetings
- Represented SAMCo at TxDOT Transportation Short Course
- Represented SAMCo at the Annual Mtg. of the Texas Good Roads Assoc.
- Represented SAMCo at the 2003 Texas Trans Summit on 8/13-8/15/03
- TTC appointed Tom Griebel to serve on RMA Rules Advisory Committee

LOCAL:

- Hosted 2nd Annual Transportation Leadership Forum (Sept 2003) – 275 Attended
- Conducted SA Metro Transportation Forum (Oct. 2002) – 125 Attended
- Conducted Annual Membership Meeting (Aug. 2003)
- Appointed Ex-Officio member, and provide a report to MPO Steering Committee Monthly Meetings
- Represented SAMCo at various VIA, Commissioners Court and City Council Meetings.
- Served on both Greater and North Chamber's Transportation and Infrastructure Committees
- Participated at Director Level and provided input on transportation issues for SA, Inc.
- Facilitated discussion on ATD Legislative Implementation
- Facilitated RMA field trips to HCTRA (2002) and NTTA (2003)
- Participated and provided input on KellyUSA Trans Planning Forum
- Facilitated SAMCo monthly Breakfast Mtgs. Heads of MPO, City of SA – Public Works, Bexar Co. Infrastructure, SA-TxDOT, and VIA
- Resolution supporting RMA's and Early Action Compact – Clean Air Plan

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

NONE

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

SAN ANTONIO Mobility Coalition, INC.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

NONE

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

NONE

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE

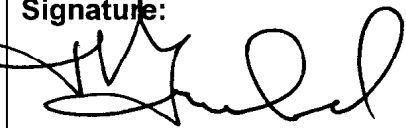
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
NONE		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: EXECUTIVE DIRECTOR Company: SAN ANTONIO MOBILITY CONSULTING, INC.	Date: 2/6/04

THOMAS A. GRIEBEL - 229-2125

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

STATE OF TEXAS)(

PROFESSIONAL SERVICES CONTRACT - SAMCO

COUNTY OF BEXAR)(

This Contract is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated February 19, 2004, and the San Antonio Mobility Coalition, a Texas non-profit Corporation (hereinafter "SAMCO"), acting by and through its Executive Director.

WITNESSTH

WHEREAS, SAMCO is a nonprofit organization formed in December 2002 representing both private and public interests to help focus local transportation planning efforts and seek funding for projects that will maintain and improve the quality of life, economic growth and business conditions within the City and surrounding areas; and

WHEREAS, it is in the best interest of the CITY to participate with SAMCO and assist in promoting the purposes of this organization;

NOW THEREFORE, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

I. PURPOSE STATEMENT

1.1 The purpose of this Contract is to set out the parameters by which SAMCO shall provide certain services to the CITY to help identify, coordinate and advance implementation of transportation and mobility solutions for the CITY and the San Antonio Metropolitan Area.

II. TERM

2.1 Except as otherwise provided pursuant to the provisions hereof, this Contract shall begin on February 1, 2004 and shall terminate on January 31, 2005. The parties further agree that at the conclusion of twelve (12) months the Board of Directors and Executive Committee of SAMCO will conduct a performance review of SAMCO's accomplishments of the terms, provisions and requirements set out herein.

III. SCOPE OF WORK

3.1 SAMCO, in accordance and compliance with the terms, provisions and requirements of this CONTRACT; shall manage, perform and provide all activities and services and produce all reports set out in the Scope of Work attached hereto and incorporated herein for all purposes as Exhibit "A".

3.2 Modifications or alterations to Exhibit "A" may be made only pursuant to prior notification and written approval of CITY.

IV. RECORDS AND REPORTS

4.1 SAMCO shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner that conforms to this Contract. SAMCO shall retain such records, and any supporting documentation, for the greater of five (5) years from the end of the contract period, or the period required by other applicable laws and regulations.

4.2 SAMCO shall give CITY and or any of CITY's duly authorized representatives, access to and the right to examine all books, accounts, records, audit reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by SAMCO pertaining to this Contract. Failure to provide reasonable access to authorized CITY representatives shall give the CITY the right to terminate the Contract.

4.3 As often and in such form as CITY may require, SAMCO shall furnish CITY such performance records and reports as deemed by CITY as pertinent to matters covered by this Contract.

V. PERSONNEL

5.1 SAMCO agrees to and shall provide any and all staffing to accomplish the Scope of Work attached hereto.

VI. COORDINATION WITH CITY

6.1 The Director of Public Works (hereinafter the "Director"), or his designated representative, shall have complete authority to transmit instructions, receive information, interpret the CITY's policies and decisions with respect to materials, elements and work pertinent to this Contract. Any contact with CITY officials shall be coordinated with the Director.

VII. FEES, EXPENSES AND BILLING

7.1 In consideration of SAMCO'S performance in a satisfactory and efficient manner, as determined solely by CITY, of all services and activities set forth in Article IV of this CONTRACT, CITY agrees to pay CONSULTANT an amount not to exceed seventy thousand dollars (\$70,000.00).

7.2 CITY shall make payments to the SAMCO in one lump sum payable by April 1, 2004. CITY shall not be obligated or liable under this Contract to any other party, other than SAMCO, for payment of any monies or provisions of any goods or services.

7.3 No additional expenses shall be charged to CITY by SAMCO.

VIII. LEGAL/LITIGATION EXPENSES

8.1 Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against CITY. SAMCO must obtain the written approval of the City Attorney's Office before any funds received under this Agreement may be used in any adversarial proceeding against any other governmental entity or any other public entity.

8.2 During the term of this Contract, if SAMCO files and/or pursues an adversarial proceeding against CITY then, at CITY's option, this Contract and all access to the funding provided for hereunder may terminate if it is found that SAMCO has violated this Article.

8.3 SAMCO, at CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

8.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by SAMCO in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

IX. TERMINATION

9.1 This Contract may be terminated by CITY for substantial failure by SAMCO to perform in accordance with the terms of hereof. CITY must issue a signed, written notice of termination (citing this paragraph) to SAMCO which shall take effect on the tenth day following receipt of said notice.

9.2 For purposes of this Contract, "termination" of this Contract shall mean termination by expiration of the Contract term or extended term, if applicable, or earlier termination pursuant to any of the provisions hereof.

9.3 In addition to any other provision of this Contract, CITY may terminate this Contract for any of the following:

A. Neglect or failure by SAMCO to perform or observe any of the terms, conditions, covenants or guarantees of this Contract or of any amendment hereto between CITY and SAMCO; or

B. Violation by SAMCO of any rule, regulation or law to which SAMCO is bound or shall be bound under the terms of this Contract.

9.4 CITY may terminate this Contract, in whole or in part, whenever it determines, within its sole discretion, termination is in the best interest of CITY.

9.5 Upon a decision to terminate by CITY, written notice of such shall be immediately provided to SAMCO specifying the effective date of termination and the extent to which performance of work under this Contract will be terminated.

X. INDEPENDENT CONTRACTORS

10.1 It is expressly understood and agreed to by both parties to this Contract that CITY is contracting with SAMCO as an independent Contractor. The parties understand and agree that CITY shall not be liable for any claims which may be asserted by any third party against SAMCO occurring in connection with services performed under this Contract.

10.2 The parties further understand and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XI. INSURANCE REQUIREMENTS

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

11.2 Within ten (10) working days following execution of this Contract, SAMCO shall obtain a fidelity bond covering all persons handling funds received or disbursed hereunder and/or signing or co-signing checks for said fund disbursement. SAMCO's fidelity bond shall be in an amount of one hundred thousand dollars (\$100,000.00), and evidence of same shall be filed with CITY prior to any disbursement of funds hereunder but no later than ten (10) working days following execution of this Contract. SAMCO shall ensure that such bond shall contain a provision that cancellation or expiration notice is sent to CITY at least sixty (60) days prior to the effective date of such cancellation or expiration.

11.3 Prior to the commencement of any work under this Contract, SAMCO shall furnish a completed Certificate of Insurance to CITY's Public Works Department Director and City Clerk's Office. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Public Works Department Director and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.

11.4 CITY reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will CITY allow modification whereupon CITY may incur increased risk.

11.5 SAMCO's financial integrity is of interest to CITY, therefore, subject to SAMCO's right to maintain reasonable deductibles in such amounts as are approved by CITY, SAMCO shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at SAMCO's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
(A) Worker's Compensation, as applicable Employer's Liability, as applicable	Statutory \$1,000,000/\$1,000,000/\$1,000,000
(B) Commercial General (Public) Liability-to Include but not be limited to, coverage for the following where the exposure exists:	Combined Single Limit for Bodily Injury or Property Damage of \$1,000,000 per occurrence, with an aggregate of \$2,000,000 or its equivalent in umbrella Or excess liability coverage
(1) Premises/Operations	
(2) Independent Contractor's Liability	
(3) Products and Completed Operations	
(4) Personal Injury	

(5) Contractual Liability

11.6 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by CITY, SAMCO shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

11.7 SAMCO agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance will contain the following required provisions.

- Name CITY and its officers, employees, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with CITY, with the exception of the workers' compensation and professional liability policies;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of CITY.

11.8 SAMCO shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

**City of San Antonio
Public Works Department
P.O. Box 839966
San Antonio, Texas 78283-3966**

**City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966**

11.9 If SAMCO fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have, and is not the exclusive remedy for failure of SAMCO to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon SAMCO's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order SAMCO to stop work hereunder, and/or withhold any payment(s) which become due, to SAMCO hereunder until SAMCO demonstrates compliance with the requirements hereof.

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

XII. INDEMNITY

12.1 SAMCO covenants and agrees to fully indemnify and hold harmless, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or 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 bodily injury, death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to SAMCO's activities under this agreement, including any acts or omissions of SAMCO, any agent, officer, director, representative, employee, consultant or subcontractor of SAMCO, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this agreement, all without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. It is further covenanted and agreed that such indemnity shall apply even where such costs, claims, liens, damages, losses, expenses, fees, fines, penalties, actions, demands, causes of action, liability, and/or suits arise in any part from the negligence of the CITY, the elected officials, employees, officers, directors and/or representatives of CITY, under this agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SAMCO shall promptly advise the CITY in writing of any claim or demand against the CITY or SAMCO known to SAMCO related to or arising out of SAMCO's activities under this agreement and shall see to the investigation and defense of such claim or demand at SAMCO's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SAMCO of any of its obligations under this paragraph.

12.2 It is the express intent of the parties to this agreement, that the indemnity provided for in this article, is an indemnity extended by SAMCO to indemnify, protect and hold harmless the CITY from the consequences of the CITY's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the CITY is a contributory cause of the resultant injury, death or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. SAMCO further agrees to defend, at its own expense, and on behalf of the CITY and in the name of the CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this indemnity shall apply, as set forth above.

XIII. SEVERABILITY

13.1 If any clause or provision of this Contract 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 Contract 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 Contract that is invalid, illegal, or unenforceable, there be added as a part of the Contract 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.

XIV. CHANGES AND AMENDMENTS

14.1 Except when the terms of this Contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and SAMCO.

XV. ENTIRE AGREEMENT

15.1 This Contract constitutes the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto unless the same be in writing, dated subsequent to the date hereof, and only executed by said parties.

XVI. NOTICES

16.1 All notices reports, and deliverables to be given or made by SAMCO to CITY pursuant to this Contract shall be given or made to the following or such place as may be designated by CITY from time to time in writing:

City of San Antonio
Public Works Department
P.O. Box 839966
San Antonio, Texas 78283-3966

16.2 All notices reports, and documents required to be given or made by the CITY to SAMCO pursuant to this Contract shall be given to SAMCO at its address set forth below:

San Antonio Mobility Coalition
602 E. Commerce
San Antonio, Texas 78205

XVII. NO PERSONAL LIABILITY

17.1 No elected official, director, officer, agent, or employee of CITY shall be charged personally or held Contractually liable by or to SAMCO under any term or provision of this Contract, or because of any breach thereof, or because of its or their execution, of approval, or attempted execution of this Agreement.

XIII. GOVERNING LAW

18.1 This Contract and performance hereunder shall be construed in accordance with the laws of the State of Texas. In any action, arising out of, in connection with or by reason of the Contract, the laws of the State of Texas shall be applicable and without regard to the jurisdiction in which the action or special proceeding may instituted.

XIX. LEGAL AUTHORITY

19.1 The signer of this Contract for SAMCO represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of SAMCO and to bind the SAMCO to all of the terms, conditions, provisions and obligations herein contained.

XX. PARTIES BOUND


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

Executed in duplicate originals this _____ day of _____, 2004.

CITY OF SAN ANTONIO

SAN ANTONIO MOBILITY COALITION, INC.

Terry M. Brechtel
City Manager



Thomas A. Griebel
Executive Director

ATTEST:

Yolanda Ledesma
Acting City Clerk

APPROVED:

Andrew Martin
City Attorney

EXHIBIT "A"
SCOPE OF WORK

SAMCo Deliverables:

Sponsoring an annual San Antonio Delegation meeting with the Texas Transportation Commission.

Hosting an annual Transportation Forum.

Supporting the implementation of the Metropolitan Planning Organization's Mobility 2025 plan.

Identify opportunities for increased local, state and federal funding for transportation projects that will improve the mobility in San Antonio.

A web site providing information on transportation issues, a calendar of events and links to other transportation related sites.

A public relations effort on transportation needs, solutions and funding sources.

Provide to City an annual report on or before January 31, 2005 regarding the level of success in achieving the goals and objectives of this Agreement.