

**CITY OF SAN ANTONIO  
PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

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

**SUBJECT:** Ordinance establishing Interlocal Agreement with the Alamo Regional Mobility Authority and Bexar County

**DATE:** March 24, 2005

**SUMMARY AND RECOMMENDATIONS**

This Ordinance authorizes the Interim City Manager or his designee to enter into an Interlocal Agreement with the Alamo Regional Mobility Authority (AlamoRMA), authorizing payment in the amount of \$500,000.00 to the AlamoRMA in the form of a loan as provided for in the Interlocal Agreement. This ordinance also authorizes the City Manager or his designee to enter into an Interlocal Agreement with Bexar County, which will allow the City to utilize a County seat to appoint a city representative to the AlamoRMA Board of Directors.

Staff recommends approval of this Ordinance.

**BACKGROUND INFORMATION**

During the 2003 Session of the Texas Legislature, initiatives were implemented to help provide governmental entities with new and innovative tools to form local partnerships, accelerate projects, and create new revenue streams for transportation systems through the operation of Regional Mobility Authorities (RMA). RMA will allow communities to decide priority projects and take the initiative to seek funding alternatives to complete those projects sooner. RMA can also construct, operate and maintain toll roads and other transportation projects in their area as well as finance road construction by selling bonds and using toll fees to retire the debt.

Bexar County Commissioners Court passed a resolution on August 12, 2003 authorizing the County Judge to petition the Texas Transportation Commission (TTC) for the creation of a regional mobility authority. City Council supported this petition and the forming of a Regional Mobility Authority for Bexar County and the San Antonio Metropolitan Area by approving resolution No. #2003-36-32 on October 19, 2003. The TTC authorized the creation of the AlamoRMA on December 18, 2003.

In its petition to the TTC for the establishment of the AlamoRMA, the County identified an approximately 50-mile toll road network as the initial project for the development of the AlamoRMA. The network includes new capacity on Loop 1604 from FM 471 (Culebra Road) to

IH 35 (north), new capacity on US 281 from Loop 1604 (north) to the Comal County line, and new capacity in the Northeast (IH 35) Corridor from Loop 1604 (north) to the Central Business District. The AlamoRMA will implement additional capacity on the network and improve interchange operation on Loop 1604 at IH 10 and US 281 with the inclusion of new, direct connection ramps.

The AlamoRMA has agreed pursuant to its application to the TTC to study the feasibility of establishing this toll network within Bexar County and is seeking funds to pay for its initial start-up and operating expense, until such time as the AlamoRMA can obtain sufficient revenues to fund its own operations internally.

The City has agreed, as part of the FY 2004-2005 budget process, to provide a \$500,000 loan to the AlamoRMA for the purpose of assisting the AlamoRMA in its organization efforts such as staffing, office space rent and associated expenses, consultant services, planning and public relations. Any funds provided by the City to the AlamoRMA under this Agreement shall be utilized to further the toll network located in Bexar County only. In the event that the AlamoRMA and the City agree at a later date that additional funding is necessary for ongoing operations, a new agreement will need to be executed. Should the AlamoRMA request additional funding, the request shall be submitted as part of the City's annual budget process no later than July 1<sup>st</sup> of each calendar year. The request will be accompanied by a budget outlining how the funds will be utilized. Bexar County has entered into two Interlocal Agreements with the AlamoRMA for a total of \$750,000. Commissioner's Court approved the first agreement on April 20, 2004 for \$250,000 and the second on November 23, 2004 for \$500,000. The loan by the City is to be repaid, with interest, no later than September 30, 2010.

Council agreed to provide the AlamoRMA a loan on the condition that the City would be able to appoint a representative to the AlamoRMA Board of Directors. In order to facilitate this representation the County has agreed to enter into an Interlocal Agreement with the City that allows the City to appoint the next vacant seat to the Board. This seat will become available in February of 2007.

The AlamoRMA's Board of Directors has been appointed and the AlamoRMA is now operational. The Board of Director members are Dr. William Thornton, Chairman; General William McBride, Vice Chairman; M. Cristina Rodriguez, Secretary/Treasurer; Reynaldo L. Diaz Jr.; James Reed; Robert S. Thompson; and Henry Munoz. Thomas A. "Tom" Griebel is the AlamoRMA Executive Director. Members have been working diligently on its start up initiatives; hosting regular monthly Board meetings and drafting its five-year Strategic Plan.

This item was presented to the Intergovernmental Relations Committee on February 24<sup>th</sup> and to the Quality of Life Committee on March 3, 2005. The Quality of Life Committee directed staff to proceed with ordinance consideration on this item.

## **POLICY ANALYSIS**

This Ordinance expresses the City Council's support for the continued collaboration among the City of San Antonio and other agencies in coordinating initiatives which provide for transportation improvements within San Antonio. This Ordinance also demonstrates the City's commitment to addressing future transportation needs by supporting initiatives today that will have benefits years to come.

## **FISCAL IMPACT**

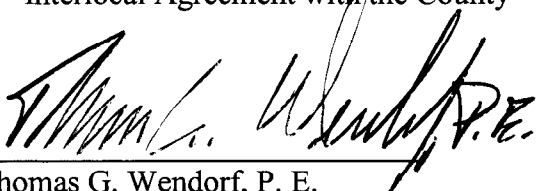
Funds in the amount of \$500,000 are available in a Special One-Time Projects account. The initial \$500,000 loan was approved on September 16, 2004 under the Mayor's proposed amendments to the FY 2005 Proposed Budget.

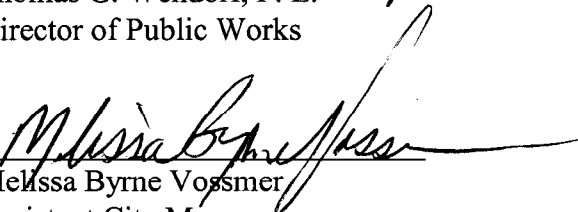
## **COORDINATION**

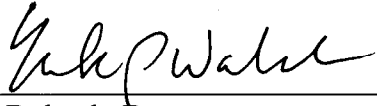
This Ordinance request has been coordinated with the External Relations Office, City Attorney's Office, the Finance Department, the Office of Management and Budget, Bexar County and the Alamo Regional Mobility Authority (AlamoRMA)

## **ATTACHMENTS**

1. Interlocal Agreement with the AlamoRMA
2. Interlocal Agreement with the County

  
Thomas G. Wendorf, P. E.  
Director of Public Works

  
Melissa Byrne Vossmer  
Assistant City Manager

  
J. Rolando Bono  
Interim City Manager

STATE OF TEXAS       §  
                             §  
COUNTY OF BEXAR   §

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SAN  
ANTONIO, TEXAS AND THE  
ALAMO REGIONAL MOBILITY  
AUTHORITY**

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**INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, and the ALAMO REGIONAL MOBILITY AUTHORITY (AlamoRMA) formally known as BEXAR COUNTY REGIONAL MOBILITY AUTHORITY (BCRMA), by and through its Board of Directors (Board of Directors). This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments. CITY OF SAN ANTONIO, TEXAS and ALAMO REGIONAL MOBILITY AUTHORITY shall collectively be referred to as the "PARTIES."

**WITNESSETH**

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that one or more agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefits of the parties; and

WHEREAS, the City is authorized by state law to construct and maintain roads and bridges within the City of San Antonio; and

WHEREAS, the County by resolution dated August 12, 2003 authorized the Bexar County Judge to petition the Texas Transportation Commission (the "**Commission**") for the creation of the Alamo Regional Mobility Authority (AlamoRMA); and the Commission, as required by V.T.C.A. Transportation Code, Chapter 370, the Regional Mobility Authority Act (the "**Act**") and TAC Chapter 26 (**RMA Rules**), by minute No. 109523, dated December 18, 2003, authorized the creation of the AlamoRMA; and

WHEREAS, the City of San Antonio by resolution dated October 19, 2003 authorized support of the Petition of Bexar County for Authorization to Form a Regional Mobility Authority and supported the establishment of such entity for Bexar County and the San Antonio Metropolitan Area.

WHEREAS, the AlamoRMA has agreed pursuant to its application to the Commission to study the feasibility of establishing a toll network of roads within Bexar County; and

WHEREAS, the AlamoRMA is seeking funds to pay for its initial start-up and operating expense, until such time as the AlamoRMA can obtain sufficient revenues to fund its own operations internally; and

WHEREAS, the City has agreed to provide a loan to the AlamoRMA in order to pay for various expenses associated with the creation and initial funding of the AlamoRMA; and

WHEREAS, the AlamoRMA's Board of Directors have been appointed and the AlamoRMA is now operational; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the undersigned parties agree as follows:

## ARTICLE I

### PURPOSE

1.01 The AlamoRMA is authorized to fund its operations, *inter alia*, through the acceptance of grants and loans, the issuance of revenue bonds, gifts and other contributions for any purpose of the Act.

1.02 The purpose of this Agreement is to memorialize an understanding under which the City will assist the AlamoRMA by making available a loan of funds to support the AlamoRMA's organization efforts and to outline the roles, responsibilities, relationships, and revenue distribution to be established as a result of this Agreement. The funds to be loaned to the AlamoRMA by the City are permitted under the authority of the Act and pursuant to Texas Constitution art. III, section 52.

1.03 The County in its petition to the Commission for the establishment of the AlamoRMA identified an approximately 50-mile toll road network as the initial project for the development of the AlamoRMA. The network includes new capacity on Loop 1604 from FM 471 (Culebra Road) to IH 35 (north), new capacity on US 281 from Loop 1604 (north) to the Comal County line, and new capacity in the Northeast (IH 35) Corridor from Loop 1604 (north) to the Central Business District. The AlamoRMA will implement additional capacity on the network and improve interchange operation on Loop 1604 at IH 10 and US 281 with the inclusion of new, direct connection ramps. Any funds provided by City to the AlamoRMA pursuant to this Agreement shall be in furtherance of this network located in Bexar County only.

## ARTICLE II

### FINANCIAL ASSISTANCE

2.01 In order to provide the AlamoRMA with initial operating funds prior to the AlamoRMA obtaining other sources of financing or revenue as provided for in the Act, to finance a **“Transportation Project”** as that term is defined in the Act, the City Council on September 16, 2004, determined that the establishment of the AlamoRMA within Bexar County serves a valid public purpose, and accordingly approved an initial loan of funds to the AlamoRMA in the amount of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00) (the “Loan”)** for the purpose of assisting the AlamoRMA in its organization efforts. In the event that the parties agree at a later date that additional funding is necessary for ongoing operations, the parties shall execute new agreements evidencing that indebtedness. Should the AlamoRMA request additional funding, the request shall be submitted as part of the City’s annual budget process no later than July 1<sup>st</sup> of each calendar year. The request shall be submitted to the Director of the Public Works Department no later than May 1 of any calendar year in order to be requested as part of the City budget for the fiscal year commencing October 1 of that year. The request shall be accompanied by a budget proposal outlining how the funds will be utilized.



2.02 Interest on the amount of the Loan shall accrue from the deposit date at the rate of 2.97% simple interest per annum, and shall compound at the rate of 2.97% per annum on the Deposit Date of each succeeding year until such time as the Loan amount and any accrued interest thereon is paid.

2.03 The parties to this Agreement agree that the Loan provided for herein shall be reimbursed in total from the proceeds of the first available revenues received by the AlamoRMA to construct the Transportation Project, or from any other lawful funds of the AlamoRMA. If bonds are issued for the acquisition and construction of the first Transportation Project undertaken by the AlamoRMA, the initial proceeds from the bonds shall be used to retire the Loan and any interest accrued thereon in full upon their issuance. In the event a third-party builds the Transportation Project, other than the Texas Department of Transportation ("TxDOT"), the City shall receive funds sufficient to pay the Loan amount and any interest due thereon in its entirety within sixty days of execution of the agreement between AlamoRMA and the third-party. A provision reflecting this obligation shall be included in such agreement.

In the event statutory authorization for funding is provided for administrative support of the AlamoRMA by TxDOT, the City shall receive as part of the agreement between TxDOT and the AlamoRMA, funds sufficient to pay the loan amount and any interest thereon in its entirety within sixty days of the availability of funds by TxDOT to the AlamoRMA.

Notwithstanding any other provision contained in this Agreement, (a) the Loan funds shall be utilized to enhance the health and welfare of the citizens of the City and to further the goal of efficient transportation in the City, and (b) AlamoRMA shall repay the Loan in full, including any interest due thereon, no later than September 1, 2010.

2.04 Any partial payments made to the City by the AlamoRMA in payment of the Loan shall first be applied to reduce the amount of any accrued interest thereon and subsequently to the principal amount of the Loan.

2.05 The Loan and this Agreement is contingent upon passage of an Ordinance by City authorizing the execution of this Agreement and appropriating funds for the Loan.

Neither City, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of the City makes any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of City. The failure of City to appropriate sufficient funds will not cause City to be in default under this Agreement, and AlamoRMA's sole and exclusive remedy shall be to terminate this Agreement.

### ARTICLE III

## ROLES AND RESPONSIBILITIES

### **AlamoRMA's RESPONSIBILITY:**

3.01 AlamoRMA agrees to perform and comply in accordance with all federal, state, and local laws and ordinances applicable to the work or services performed pursuant to this Agreement and the operation of the AlamoRMA.

3.02 AlamoRMA will coordinate with Bexar County Commissioners Court to ensure that the City's interests are represented on the Board of Directors. Further, AlamoRMA agrees to cooperate with and support the terms of any agreement between Bexar County and the City to further the purposes and provisions of this section.

3.03 AlamoRMA shall on a quarterly basis submit a report detailing how the AlamoRMA has expended any and all of the Loan funds received under this Agreement during the past quarter. The City reserves the right to audit any and all of the AlamoRMA's records pertaining to the Loan funds received pursuant to this Agreement. AlamoRMA shall use generally accepted state and federal accounting procedures to account for all of the Loan funds. AlamoRMA will make all of its accounting records available at reasonable times to the City for audit and inspection throughout the term of this Agreement and the City Council or the City Auditor's Office may request during the term of this Agreement, at their sole discretion, any additional reporting documents they deem appropriate. In addition, AlamoRMA agrees to maintain and preserve the accounting records pertaining to the Loan funds for a period of two years after the termination of the Agreement, and the City shall have the right to audit and review these records at reasonable times, during this period. This provision shall survive the termination of this Agreement.

3.04 This Agreement shall provide City the following benefits:

- Increase the voice of the citizens of San Antonio in the decision making process regarding solutions to traffic congestion in the metropolitan area.
- Allow the City to enter into a loan agreement that will provide funds to assist in the development of the proposed twenty-two mile starter system and extensions which could ultimately relieve congestion in severely impacted areas and provide a transportation alternative for those who wish to utilize this new infrastructure.
- Provide for increased mobility and congestion mitigation which benefits commuters utilizing the toll system and other citizens of San Antonio.
- Provide the local community an alternative funding base independent of State funding allocations, which have historically been under funded in San Antonio, and creates a revenue source without a tax or fee increase.
- Improve arterial streets that connect to the toll network are anticipated which could redirect funds designated for those areas to other areas not impacted by new infrastructure.
- Allow for a long-term effect of decreasing the relative amount of vehicle traffic on the arterial and collector surface street network that more properly belongs on the freeway network thereby reducing the City's burden for additional capital and maintenance infrastructure costs.
- Allow for future implementation of intelligent transportation systems such as Smart-Card technology to be used with City/County Parking System, Airport and VIA Bus System.

CITY'S RESPONSIBILITIES:

3.05 Through the provisions of this agreement, the City proposes to provide the following benefits to the AlamoRMA:

- Reflect the City's willingness to participate in a loan agreement with AlamoRMA for improvement of transportation within San Antonio.
- Ensure adequate and dedicated representation on the AlamoRMA Board of Directors.
- Ensure the City collaborates, coordinates, and communicates throughout the developmental and implementation process.
- Provides resources to assist with the strategic planning efforts
- Serves as an engineering consultant on issues of connectivity.
- Provides assistance in the selection of AlamoRMA consultant services.
- Ensure connectivity of AlamoRMA facility and existing local streets and intersections, ensure proper signalization and traffic operations.
- Advocates on behalf of the AlamoRMA and assists in the public relations and marketing process including a link to AlamoRMA website on the City's portal and directing media inquiries to the appropriate project designee.

## ARTICLE IV

### **DEFAULT**

4.01 In the Event AlamoRMA does not repay the Loan as set forth in Article II, the City may declare AlamoRMA in default. AlamoRMA shall be responsible for reimbursing the City for all costs or other losses of funds resulting from any default or failure to perform by AlamoRMA. The AlamoRMA acknowledges and agrees that the City has no adequate remedy at law to enforce this Agreement and therefore legal and/or equitable relief (including mandatory injunctions requiring AlamoRMA to perform its obligations hereunder) is appropriate, at the City's option, upon a default by AlamoRMA under this Agreement.

## ARTICLE V

### TERM & TERMINATION

5.01 The parties understand and agree that this Agreement shall remain in force and effect until such time as any Loan funds advanced to the AlamoRMA by the City under this arrangement are repaid in full, including interest, or such earlier time if terminated by City. In order to accomplish this in accordance with the requirements of Chapter 791 of the Government Code, this Agreement shall be for a term of one year and shall automatically renew itself annually thereafter, unless the City terminates it earlier. The City may terminate this Agreement at any time by providing reasonable advance written notice to AlamoRMA. Upon termination the Loan and any interest accrued shall be due and payable in full.

## ARTICLE VI

### INDEMNIFICATION

6.01 AlamoRMA, to the extent permitted by law, agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the AlamoRMA and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the AlamoRMA or any agent, employee, official, or contractor of the AlamoRMA. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

## ARTICLE VII

### LEGAL CONSTRUCTION

7.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## ARTICLE VIII

### AMENDMENTS

8.01 Any changes in the character, agreement, terms, or responsibilities of the parties must be made through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties.

## ARTICLE IX

### SUCCESSORS & ASSIGNS

9.01 This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including, without limitation, any successor agency of a party. AlamoRMA is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third-party without the advance written approval of the City. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the City shall be void and may be grounds for termination of this Agreement.

## ARTICLE X

### **RELATIONSHIP OF THE PARTIES**

10.01 Nothing in this Agreement shall be deemed or construed by the parties, or any third-party, as creating the relationship of principal and agent or joint venture, or partnership for purposes of actions between the parties.



## ARTICLE XI

### INTERPRETATION

11.01 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

## ARTICLE XII

### SIGNATORY AUTHORITY

12.01 Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third-party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the State and the City, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

## ARTICLE XIII

### NOTICES

13.01 Any notice, notification instrument, document, or information (collectively, a "Notice") which is required, provided, or permitted to be sent, furnished, or delivered pursuant to the provisions of this Agreement, must be in writing. If a Notice is sent by telecopier, it must be properly addressed, reflecting the telecopier telephone number of the addressee(s), and must be transmitted by a telecopier which produces a dated confirmation message.

If a Notice is sent by other than a telecopier, the Notice must be enclosed in a sealed wrapper, properly addressed, and either (i) delivered to and receipted for by a messenger or overnight delivery service, with instructions for delivery on the same day or the next day which is not a Saturday, Sunday or legal holiday, or (ii) deposited with the domestic mail service of the United States Postal Service at post office or official depository under the care and custody of the United States Postal Service with sufficient postage prepaid, sent by United States registered or certified first class mail, return receipt requested.

The addresses and telecopier telephone numbers to which any Notice is to be sent are as follows:

*AlamoRMA:*

*Executive Director  
Alamo Regional Mobility Authority  
143 Billy Mitchell Blvd., Suite 6  
San Antonio, Texas 78226  
Fax No: (210) 362-7807*

*CITY:*

*City of San Antonio  
City Manager  
P.O. Box 839966 / 1<sup>st</sup> Floor, City Hall  
San Antonio, Texas 78283-3966*

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

#### ARTICLE XIV

##### PRIOR-WRITTEN AGREEMENTS

14.01 This Agreement is without regard to any and all prior written or oral contracts or agreements between the City and AlamoRMA regarding any other subject or matter and does not modify, amend, ratify, confirm or renew any such prior contract or agreement between the parties and this Agreement contains all agreements between the parties, and the parties shall not recognize any agreement not contained herein.

#### ARTICLE XV

##### OTHER SERVICES

15.01 Anything contained herein notwithstanding, the City shall not be obligated to fund any additional monies or provide any additional services.

#### ARTICLE XVI

##### GOVERNMENTAL IMMUNITY

16.01 Nothing in this Agreement shall be deemed or construed to waive, modify or amend any legal defense available at law or in equity to either party, nor to create any legal rights or claim on behalf of any third-party. Neither the City nor AlamoRMA waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

ARTICLE XVII

MULTIPLE COUNTERPARTS

17.01 This Agreement may be executed by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2005.

CITY

AlamoRMA

CITY OF SAN ANTONIO

ALAMO REGIONAL MOBILITY  
AUTHORITY:

\_\_\_\_\_  
J. ROLANDO BONO  
Interim City Manager

\_\_\_\_\_  
BILL THORNTON  
Chairman, Board of Directors

Dated: \_\_\_\_\_

Dated: 1/12/05

ATTEST:

ATTEST:

\_\_\_\_\_  
LETICIA VACEK,  
City Clerk

\_\_\_\_\_  
MARIA CRISTINA RODRIGUEZ  
Secretary

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
ANDY MARTIN  
City Attorney

STATE OF TEXAS  
COUNTY OF BEXAR

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AGREEMENT BETWEEN  
THE CITY OF SAN ANTONIO  
AND BEXAR COUNTY

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**PROVIDING FOR A CITY SEAT ON THE ALAMO RMA BOARD OF  
DIRECTORS**

This Agreement is hereby made and entered into by and between the City of San Antonio ("City"), a Texas municipal corporation acting by and through its City Manager pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and Bexar County, Texas ("County"), a political subdivision of the State of Texas acting by and through its Commissioners Court as reflected in the minutes of its \_\_\_\_\_ meeting (collectively the "Parties"), acting pursuant to authority granted under the Interlocal Cooperation Act, Tex.Gov.Code Ann §791.001 et seq. (Vernon's 1994), as amended.

WHEREAS, the COUNTY by resolution dated August 12, 2003 authorized the Bexar County Judge to petition the Texas Transportation Commission (the "Commission") for the creation of the Alamo Regional Mobility Authority; and the Commission, as required by V.T.C.A. Transportation Code, Chapter 370, the Regional Mobility Authority Act (the "Act") and TAC Chapter 26 (RMA Rules), by minute order No. 109523, dated December 18, 2003, authorized the creation of the Alamo Regional Mobility Authority; and

WHEREAS, this Agreement is in furtherance of the commitment of the CITY and COUNTY to assist in the formation and governance of the Alamo Regional Mobility Authority ("RMA"); and

WHEREAS, this Agreement memorializes the agreement by COUNTY to grant to CITY the ability to recommend and have the Bexar County Judge nominate an RMA Director to serve on the City's behalf; and

NOW, THEREFORE, THE CITY OF SAN ANTONIO AND BEXAR COUNTY AGREE TO ENSURE CITY REPRESENTATION ON THE ALAMO RMA BOARD OF DIRECTORS PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:

1. When a vacancy in one of the two RMA Board of Directors positions for which the Bexar County Judge has the responsibility to nominate a successor occurs, the Bexar County Judge will nominate a candidate recommended by the CITY. The holder of such seat (the "Designee") shall serve on the CITY's behalf.
2. Upon expiration of the term of the Designee, CITY shall have the right to make a subsequent recommendation and the Bexar County Judge shall nominate the CITY's recommended candidate to the RMA board to serve on CITY's behalf and shall continue to make such recommendations upon expiration of the term of each Designee.

**Attachment II**

3. This Agreement has a one-year term that commences on the date of execution. The Agreement shall automatically renew for one-year terms until terminated either by the CITY at any time or by Nelson W. Wolff vacating the office of Bexar County Judge unless the successor Bexar County Judge approves the extension of this Agreement upon request of the CITY.

WHEREFORE, THIS AGREEMENT is entered into and becomes binding upon signature of both the designated representatives set forth below who by signature below, warrant that they have appropriate authority to enter into this Agreement. This Agreement may be executed by the Parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

EXECUTED, the \_\_\_\_ day of \_\_\_\_\_, 2005.

**APPROVAL COUNTY OF BEXAR:**

**CITY OF SAN ANTONIO**

BY: \_\_\_\_\_  
**NELSON W. WOLFF**  
**COUNTY JUDGE**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**ATTEST**

BY: \_\_\_\_\_  
**GERRY C. RICKHOFF**  
**COUNTY CLERK**

**APPROVED AS TO LEGAL FORM:**

**SUSAN REED**  
**CRIMINAL DISTRICT ATTORNEY**  
**BEXAR COUNTY, TEXAS**

BY: \_\_\_\_\_  
**KELSEY MENZEL**  
**ASSISTANT CRIMINAL DISTRICT**  
**ATTORNEY- CIVIL SECTION**

**APPROVED AS TO FINANCIAL CONTENT:**

BY: \_\_\_\_\_  
**TOMMY TOMPKINS**  
**COUNTY AUDITOR**

BY: \_\_\_\_\_  
**DAVID SMITH**  
**COUNTY BUDGET OFFICER**