

STATE OF TEXAS § FUNDING AGREEMENT FOR A COMPREHENSIVE
§ AND STRATEGIC MULTI-MODAL
COUNTY OF BEXAR § TRANSPORTATION PLAN

The City of San Antonio (“City”), a home-rule municipality in Bexar County, Texas, and VIA Metropolitan Transit (“VIA”), a metropolitan transit authority established pursuant to Chapter 451 of the Texas Transportation Code, enter into this Funding Agreement acting through Resolution No. _____ adopted by the City of San Antonio’s City Council and through Resolution #11-18-14-07 passed and approval by VIA’s Board of Trustees, both parties acting under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and by and through their duly authorized representatives.

WITNESSETH

WHEREAS, VIA owns and operates a municipal bus system within the jurisdictional limits of the City; and

WHEREAS, the City, in conjunction with other local entities, is updating its current Comprehensive Plan (the “Plan”); and

WHEREAS, both the City and VIA agree that VIA, as the public transportation provider within the jurisdictional limits of the City, is a vital contributor to any such update; and

WHEREAS, VIA has in place a Long Range Comprehensive Transportation Plan (the “LRCTP”) which can be matched with, at least in a limited way, with the City’s efforts to update the Plan; and

WHEREAS, on November 18, 2014, the VIA Board of Trustees passed and approved its Resolution in support of the City’s efforts identifying a total sum of \$250,000.00 to be used in support of updating the Plan;

NOW, THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. FUNDING PURPOSE

1.01 The City will conduct an update to its current Plan that will include, but not be limited to, a public participation process and the illustration of growth scenarios each of which will contribute to, and culminate in, a final and comprehensive update of the Plan that is intended to benefit all parties and provide for the needs of the community. The City will provide, and be responsible for, all supplies, equipment, personnel, and related services necessary to complete the Plan.

1.02 The City will create a working group for the Plan to be known as the Comprehensive Plan Steering Committee (the “Steering Committee”). VIA shall have a membership position on this Steering Committee that will be active and be entitled to participate in, among other things, the technical and policy advisement efforts in the development of the Plan. In addition the following will apply:

- a) City and VIA staff will work together to identify and develop comprehensive and detailed land use plans for up to ten (10) corridors. The plans will have sufficient detail to foster the integration of transit and land use recommended in the Plan update as contained in the LRCTP, as amended, and to support the planning recommendations in the Comprehensive Plan update;
- b) City and VIA staff will diligently pursue the adoption of transit/transportation policies that foster sustained ridership growth. These efforts will provide recommendations for modification of various City codes and regulations;
- c) The City and VIA agree to cooperate, coordinate, create and implement methodologies and processes that are intended to and have the capability of educating the general public, the development community, and other impacted groups about transit supportive land use, transit supportive housing and transit supportive development;
- d) VIA will be provided access to documents related to the Comprehensive Plan development;
- e) As a means to implement the Plan, the City and VIA will work together to identify and pursue funding opportunities that encourage multi-modal investments and sustained ridership growth.

II. VIA FUNDING CONTRIBUTION

2.01 As provided in Section 2.03 of this Agreement, VIA agrees to and shall pay to the City the sum of \$250,000.00 to be used towards the cost of Plan development. This sum will be paid in two equal installments of \$125,000.00 each. The first installment will be made within five (5) business days after this agreement becomes effective. The second installment will be made upon the 180th calendar day after this agreement becomes effective after the City has demonstrated that at least two of the aforementioned objectives have been satisfied. Should VIA express to the City within three working days a dissatisfaction with the progress, it is agreed by both parties that a remediation plan will be developed and agreed to by both parties outlining a critical path within a reasonable timeframe.

2.02 The City will provide VIA progress reports on development of the Plan as deemed warranted by the City, but such reports shall be provided on not less than on a quarterly basis (by April 30, 2015, July 31, 2015 and October 31, 2015). City will maintain full documentation of any and all activities, records and expenditures related to this Agreement. Upon three days written notice, VIA may audit and make copies of any and all records related to, or developed under, this Agreement.

2.03 The Parties agree to allocate sufficient funds for the salaries, supplies, equipment, capital expenditures and all other expenses necessary for the effective operation and administration of this Agreement. To the extent this Agreement extends beyond the current fiscal year, this Agreement shall terminate in the event sufficient funds are not appropriated by the Parties to meet their obligations herein in any subsequent fiscal year. It is agreed and understood that payment for the performance of governmental functions or services under this Agreement must only be made from current revenues available to the paying Party. If this Agreement is terminated under this paragraph, each Party agrees to give the other Party sixty (60) days written notice prior to termination.

III. MISCELLANEOUS

3.01 Any modifications to this Agreement must be in writing, and signed by both parties to be effective.

3.02 If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal,

invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

3.03 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of all other parties hereto, assign any rights, powers, duties, or obligations hereunder. This Agreement shall not inure to the benefit of any party other than the parties to this Agreement and their successors and permitted assignees.

3.04 Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture or other business affiliation among the parties or otherwise.

3.05 This Agreement supersedes any and all prior or contemporaneous agreements, oral or written, among the parties hereto with respect to the Project.

3.06 All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties shown below:

IF TO THE CITY: John M. Dugan
Director, Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

IF TO VIA: Brian Buchanan
Senior Vice President for Development
VIA Metropolitan Transit
123 N. Medina
San Antonio, Texas 78207

5.07 This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall be exclusively in Bexar County, Texas.

5.08 Each signatory hereof represents that he or she has been duly authorized to do so and in so doing shall bind the party on whose behalf he or she is signing to the terms hereof.

5.09 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, VIA and the City have executed and delivered this Agreement Effective this ____ day of _____, 2015.

CITY OF SAN ANTONIO

VIA METROPOLITAN TRANSIT

John M. Dugan
Director, Planning &
Community Development

Brian Buchanan
Senior Vice President for Development