PW:gg
03-13-14
Item No. 07.

AN ORDINANCE 2014-03-13-0155

AUTHORIZING THE EXECUTION OF THE SECOND AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND BEXAR COUNTY TO AMEND THE COUNTY'S TERMS AND CONDITIONS FOR REGIONAL FLOOD CONTROL PROJECTS WITHIN THE CITY LIMITS OF SAN ANTONIO AS PART OF THE BEXAR COUNTY FLOOD CONTROL CAPITAL IMPROVEMENT PROGRAM.

* * * * *

WHEREAS, due to a severe flood in 1998, the Bexar County Commissioners Court and the San Antonio City Council created a Countywide Citizens Watershed Master Plan Committee to review and prioritize flood control projects in the Cibolo Creek, Leon Creek, Salado Creek, Medina Creek, and San Antonio River watersheds; and

WHEREAS, in 2007, the Bexar County Commissioners Court established the Bexar County Flood Control CIP to manage the design and construction of these regional flood control projects; and

WHEREAS, an Interlocal Agreement with Bexar County was approved by Council through Ordinance No. 2009-01-15-0029 to establish the terms and conditions for the management of the design and construction of 18 Bexar County Flood Control Capital Improvement Projects (CIP) within the San Antonio City limits; and

WHEREAS, the Interlocal Agreement was first amended by Ordinance 2012-06-21-0474 to add 24 new regional flood control projects not included in the original 2009 agreement; and

WHEREAS, this Ordinance authorizes a Second Amended Interlocal Agreement with Bexar County to add 10 new regional flood control projects to be managed and constructed by Bexar County, as well as clarify Bexar County's responsibility of construction site maintenance through the warranty periods for the following projects:

1. Huebner Creek Enhanced Conveyance NWWC LOMR
2. North Verde Road LWC
3. Helotes Creek RSWF
4. Elmedorf Lake Improvements
5. Sixmile Creek CCR2 Channel and Bridge
6. St. Mary's University Drainage Improvements
7. Woodlawn at 36th Street Drainage
8. Upper Woodlawn Drainage Improvements
9. Mid-Beitel Channel Restoration Phase II
10. Salado Creek at Ira Lee; and

WHEREAS, this amendment also includes adding a role of the City for management associated with special permits needed, such as the United States Army Corps of Engineers, Texas Commission on Environmental Quality, or other Federal/State regulatory agencies; and

WHEREAS, approval of this Ordinance will be a continuation of City Council policy to collaborate with other governmental agencies in supporting the City's commitment to maintaining and improving existing infrastructure; **NOW THEREFORE,**

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

SECTION 1. The City Manager or her designee is hereby authorized to execute a Second Amended Interlocal Agreement with Bexar County to amend the County's terms and conditions for Regional Flood Control Projects within the City limits of San Antonio as part of the Bexar County Flood Control Capital Improvement Program. A copy of the Interlocal Agreement is attached and incorporated herein for all purposes as Attachment A. The execution authority granted by this Ordinance expires 90 days from the effective date.

SECTION 2. This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this **13th** day of **March, 2014.**

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for

Robert F. Greenblum, City Attorney

Agenda Item:	7
Date:	03/13/2014
Time:	09:57:49 AM
Vote Type:	Motion to Approve
Description:	An ordinance authorizing the execution of the Second Amended Interlocal Agreement between The City of San Anotnio and Bexar County to amend the County's terms and conditions for regional flood control projects within the city limits of San Antonio as part of the Bexar County Flood Control Capital Improvement Program (CIP).[Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Transportation and Capital Improvements]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

ORIGINAL

STATE OF TEXAS	§	**SECOND AMENDED INTERLOCAL**
	§	**AGREEMENT FOR WATERSHED**
COUNTY OF BEXAR	§	**PROJECTS**

THIS SECOND AMENDED INTERLOCAL AGREEMENT FOR WATERSHED PROJECTS ("Agreement") is effective as of the 21st day of January, 2014 ("Effective Date") by and between **COUNTY OF BEXAR** a political subdivision of the State of Texas ("County"), and **CITY OF SAN ANTONIO, TEXAS**, a Texas Home Rule Municipality ("City"). This Agreement is entered into by County and City pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act by increasing the efficiency and effectiveness of local governments.

WITNESSETH

WHEREAS, County and City have historically worked together to fund and deliver watershed management projects to benefit the citizens of Bexar County which was accomplished through interlocal agreements between the Parties and by contracts with other governmental entities and private sector service providers; and

WHEREAS, through the Texas Local Government Code, Chapter 561, the commissioners court of a county may contract with a governmental unit, including a municipality, to jointly construct or maintain improvements for the purpose of providing flood control or drainage as it relates to flood control; and

WHEREAS, County, City, and the San Antonio River Authority entered into an Interlocal Agreement in 2003 for the implementation of a Regional Management Program for unified and equitable flood control, drainage, and storm water management; and

WHEREAS, County has selected the Projects described herein from the Regional Management Program; and

WHEREAS, County desires to improve City's existing drainage improvements designated and referenced herein, collectively, as Projects or, individually, as Project, through County's provision of funding and project management during the design and construction phases of the Projects; and

WHEREAS, if City does not have fee interest or easement rights in the land or parcels of land upon which the Project is constructed and all other parcels or easements necessary for the Project's flood control, drainage or storm water management operations, upon Substantial Completion, City shall accept transfer from COUNTY or San Antonio River Authority of its fee interests or easement rights in the parcels of land and improvements; and

WHEREAS, upon Substantial Completion, City will provide funding for maintenance and repair of the Projects; and

Attachment A

WHEREAS, this Agreement will establish and promote collaborative management of the Projects through: (1) City's provision of oversight of County's management of the Projects through Substantial Completion; and (2) City's maintenance and repair of the Projects' improvements following Substantial Completion of the Projects; and

WHEREAS, the Parties desire to establish the rights and obligations of the Parties with regard to the improvements constructed pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the undersigned Parties agree to the terms and conditions set out below.

ARTICLE I
RECITALS

1.01 The foregoing recitals are incorporated into the terms of this Agreement and shall be binding on the Parties.

ARTICLE II
PURPOSE AND TERM

2.01 The purpose of this Agreement is to establish the terms and conditions for: (1) managing the design and construction associated with the Projects; (2) funding the construction; (3) transfer of fee interest or easement rights in land and improvements; and (4) operating and maintaining the Projects upon Substantial Completion of the construction.

2.02 Attached hereto and incorporated herein as Exhibit A is a list, of the Projects that the County desires to commence during the Term. Exhibit A may be amended from time to time during the Term to add or delete Projects. It shall not be a breach of this Agreement if a listed Project is not commenced during the Term.

2.03 This Agreement commenced on June 12, 2012. The term of this Agreement is for ten (10) years ("Term").

ARTICLE III
DESIGNATION OF REPRESENTATIVES

3.01 County hereby appoints the Public Works Director/County Engineer ("County Project Director"), as its representative under this Agreement. County's Project Director shall be the primary point of contact for City unless County's Project Director delivers to City, in writing, a notice designating another individual as Project Director.

3.02 City hereby appoints the City of San Antonio Director of Public Works, as its designated representative under this Agreement ("City's Designated Representative"). Should City's Designated Representative appoint another individual to act as City's Designated Representative, City shall notify County of same in writing. City's Designated Representative shall be the primary point of contact for County.

ARTICLE IV
DEFINITIONS

4.01 Substantial Completion is the date, certified by the County, County's design professional and the City's Designated Representative, as stated in Article 3.02, that the contractor has reached that stage of completion when the City and the County accept use of the Project for its intended purposes, even though there are "punch list" items that are not completed.

ARTICLE V
PARTIES' FINANCIAL COMMITMENT

5.01 County shall pay for all design and construction costs on the Project from commencement through Substantial Completion of the Project; including consulting fees for design and construction documents, architectural and engineering fees, surveying, permitting, construction, infrastructure upgrades, and any fees and costs for acquisition of land and easements. If there are expenses associated with completing "punch list" items that are not the responsibility of the contractor and not caused by City's use or maintenance, such expenses will be County's responsibility.

5.02 County shall develop, through its consultants, an estimate of cost for each Project and provide said estimate to City prior to the County commencing the Project. The estimated cost will consist of the necessary engineering, real estate, and construction cost.

5.03 The Parties anticipate that City shall have no financial contribution for Project costs from commencement through Substantial Completion of the Project other than the cost the City incurs for the oversight of the Project by City staff. In the event City desires to incorporate additional improvements, beyond the project design and construction requirements, to County's proposed Project improvements which will increase the cost of the Project, City shall be responsible for all costs resulting from the modifications to proposed improvements including any additional acquisition fees and costs.

5.04 Following Substantial Completion of the Project, City shall be responsible for all costs associated with operating, maintaining, and repairing the Project and County shall have no further financial obligation; however, the County shall continue to be responsible for project management and administration for "punch list" issues through final acceptance and the one-year warranty period of the Project.

ARTICLE VI
OBLIGATIONS OF COUNTY

6.01 County's responsibilities. Pursuant to this Agreement, County shall perform and/or hire third parties to provide the following:

a. Serve as Project manager and administrator for the Project through Substantial Completion including responsibility for contract administration of third party contracts, except for warranty issues. Contract administration is limited to third party contracts executed by County in conjunction with the Project.

b. Identify all affected utilities, protect utilities during construction, and coordinate utility relocation, if necessary.

c. Acquire fee interest and/or easement rights necessary for the Project.

d. Plan and coordinate all tests required for design of the Project.

e. Conduct public meetings, as needed, to advise adjacent landowners of the scope of the Project and to determine landowners' concerns and provide notice to City staff and Council offices at least seventy two (72) hours in advance of the public meetings.

f. Provide project presentations and updates on the Project to all necessary City staff and City Council Offices, as requested by City's Designated Representative, and attend City Council meetings, as requested, to provide briefings on the Project.

g. Obtain warranties from contractors and the right to transfer said warranties to City upon Substantial Completion.

h. Transfer fee interests, easements, and warranties to City upon Substantial Completion.

i. All Projects will be designed and constructed to meet the City of San Antonio Unified Development Code and City of San Antonio Capital Improvements Management Services Design Guidance Manual.

j. If funding is available and it is feasible, County shall consider constructing bike lanes and/or sidewalks.

k. If funding is available and it is feasible, County shall consider incorporating sustainable design practices.

l. If the Project is constructed under the regulations of the United States Corps of Engineers (USACE), Texas Commission of Environmental Quality (TCEQ) or other Federal/State regulatory agency, at the time the property is transferred to the City, the terms and conditions of the required permit, including any special conditions, will be transferred to the City after the one-year warranty period of the project.

m. Provide project electronic files (i.e. hydrology and hydraulic models, shapefiles, CAD, etc.) to all necessary City staff.

ARTICLE VII
OBLIGATIONS OF CITY

7.01 The City shall review plans, specifications and other submittals, including Preliminary (Engineering/Report), Design Phase (Intermediate/Final) and the Final Submittal. County Project Director shall deliver to City's Designated Representative one (1) paper and one (1) Adobe Acrobat PDF file copy of each of the plans, specifications, and other submittals for review and approval. If the plans and/or specifications, in City's determination, require modifications, corrections, alterations or additions, City's Designated Representative shall notify County's Project Director in writing within thirty (30) business days of receipt of the documents detailing the modifications necessary. County shall incorporate City's modifications unless County is not in agreement that the modifications are necessary. In such case, the Parties, their staff, and third party consultants, if requested, shall meet to make a final determination regarding the City's modifications. If no comments are received by the County within thirty (30) business days, County will proceed with the Project with the understanding that the City has approved the submittals as presented.

7.02 City's responsibilities. Pursuant to this Agreement, City shall perform and/or provide the following:

a. City has a duty to provide general oversight of the work performed by County, and third parties hired by County, on the Project and to provide written acceptance from City's Designated Representative of Project work in accordance with the terms herein.

b. Have City staff in attendance at each of the public meetings conducted by County on the Project to represent City's role in the Project. City should refer citizens with concerns regarding the Project to County's Project Director unless the issues pertain to City's past obligations for the existing drainage improvements or for future maintenance and repair of the Project improvements.

c. As part of City's advisory and oversight role in the Project, City will provide County with prompt written notice whenever City staff observes, or otherwise becomes aware of: (i) any defect in the Project design or construction; (ii) any defect in the work performed by the County and/or consultants; or (iii) any development that adversely affects the scope or timing of the Project.

d. Assist County, when requested, in obtaining approvals and permits from governmental authorities having jurisdiction over the Project including providing any supporting documentation in City's possession which would aid County in preparing permit applications.

e. Provide County with data in the possession of City pertaining to the watershed within which the Project is located (i.e., maps, plans, field notes, statistics and computations).

f. Upon written request, allow County to enter and remain on any land owned by City, or land which City owns an interest or a right, so that County can fulfill its duties pursuant to this Agreement.

g. Provide written acceptance of the improvement at Substantial Completion.

h. Provide normal maintenance outside the scope of the construction activity within the construction site.

i. Provide public work response (equipment and personnel) to emergencies caused by heavy rains, flooding, wind or storms.

7.03 City shall support the County when advising the appropriate City offices and departments about the Project and update those offices and departments regarding the status of the Project as the City determines is necessary.

7.04 City shall accept transfers of fee interests, easements, and warranties upon Substantial Completion.

7.05 City's responsibility to maintain Project survives the termination of this Agreement.

7.06 During the warranty period, City shall maintain the property according to written instructions provided by the contractor and the County so that warranties are not voided and City shall meet on a quarterly basis during the warranty period with County and contractor to address any warranty and maintenance issues. Failure to meet does not waive City's responsibility to maintain the property.

ARTICLE VIII
JOINT OBLIGATIONS OF THE PARTIES

8.01 The Parties shall approve the scope of work for the Project improvements prior to the County commencing the Project.

8.02 Any modifications to the design or scope of services of the Project proposed by City which will result in a financial commitment to the Project by City prior to acceptance of the Project must first be approved in writing by County and City's Designated Representative. City shall then commit City funds in accordance with State Law for the modifications. Likewise, any modifications to the design or scope of services of the Project proposed by County which will increase the total cost of the Project for County must be approved in writing by County's Project Director and County's Project Director shall then obtain approval from its governing body.

ARTICLE IX
CITY'S RIGHTS UNDER THIRD PARTY CONTRACTS

9.01 County shall provide City with copies of any requests for proposals ("RFPs"), requests for qualifications ("RFQs"), and invitations for bids ("IFBs") at a minimum of ten (10)

business days prior to the issuance of same in order that City may have the opportunity to modify the terms, or incorporate additional terms, pertaining to the Project. City shall submit its modifications to those documents at a minimum of five (5) business days prior to issuance of same by County. All RFPs, RFQs, and IFBs shall reflect that City is a third party beneficiary to contracts entered into by County on the Project. Copies of all proposals and bids shall be furnished by County to City within a timely manner following County's receipt of all proposals and bids in order that City may have adequate time to review same. City may attend, if City desires, County meetings for review and evaluation of the proposals and bids.

9.02 City agrees that County shall have the authority to contract on behalf of the Parties for all services necessary for the design and construction of the Project.

9.03 County shall provide City with a fully executed copy of each contract entered into by County on the Project.

9.04 In all contracts entered into by County on the Project, County shall include provisions reflecting:

a. With regard to insurance coverage during the construction phase of the Project, County shall require all consultants, contractors, subcontractors, and suppliers to maintain the insurance coverage limits which are sufficient to compensate County and City for their respective interests in the Project with regard to any liability a third party may have due to the services, equipment, or materials provided for construction of the Project. City shall be named as an additional insured on all policies naming County as an additional insured. County shall provide City's Designated Representative with copies of the completed Certificates of Insurance which Certificates shall be completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. City reserves the right to review the insurance requirements during the effective period of this Agreement, and any extension or renewal hereof, and to modify insurance coverage and limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law or court decisions. County will not allow any modifications to the insurance coverage through which City may incur increased risks.

b. County shall require all contractors and service providers to maintain statutory worker's compensation insurance for all of their employees with a waiver of subrogation in favor of County and City.

c. County shall require in its contracts with third party providers of services, construction, and materials an indemnification of County and City, their officials, employees, and agents from all claims by third parties.

d. County will require the consultants, contractors, and any subcontractors to provide all statutorily required payment and performance bonds at no additional cost to the Parties. On services for which performance bonds are not statutorily

required, County shall determine whether to require performance bonds.

ARTICLE X
PROJECT MANAGEMENT DURING DESIGN AND CONSTRUCTION

10.01 County has, to the extent design work has been performed by County prior to execution of the Agreement, kept City informed about the Project design program elements.

10.02 City and County staff shall hold periodic conferences with third party consultants and contractors throughout the term of the Project in order that County and third party consultants and contractors may benefit from experience and knowledge of the City and in order that the work is performed in compliance with current City policies and standards.

10.03 For future meetings between County staff and its Project consultants, County shall provide City with written (e.g.: letter, e-mail, or fax) notice at least seventy-two (72) hours in advance, of the location, date, and time of all meetings in order that City representatives may participate in the meetings.

10.04 Upon approval of this Agreement by the governing bodies of the Parties, the Parties' designated representatives shall schedule a meeting to develop the procedures and processes necessary to coordinate the design and construction of the Project.

10.05 County will manage, oversee, administer and carry out all of the activities and services required for design and construction of the Project to ensure that the Project is constructed with new materials in a good and workmanlike manner and in accordance with the terms of this Agreement and the design and construction documents.

10.06 County shall enforce substantial compliance with the terms of the agreements with Project design consultants, architects, engineers, contractors, and subcontractors and require that work be continuously and diligently performed to achieve Substantial Completion on or before the scheduled date.

10.07 County agrees that during the construction phases of the Project, City's Designated Representative shall be given written notice of all County staff meetings affecting the Project in order that City may participate in those decisions. County also agrees that City's Designated Representative and City staff participating in the Project shall be given access at all times to the Project site.

10.08 County shall provide City Designated Representative with the schedule for permitting and construction of the Project (such schedule, as revised from time to time, with City being furnished copies of the revisions). The schedule shall establish a date for completion of each construction deliverable in sufficient detail to allow City to monitor the progress of the construction of the Project.

10.09 County's consultants shall perform all necessary structural and environmental assessments and any and all necessary tests, reports, and other pre-construction steps

deemed necessary by County prior to the start of construction on the Project.

10.10 County's Project Director shall provide written notice to City's Designated Representative a minimum of ten (10) business days prior to the start of construction on the Project.

10.11 County shall promptly furnish City's Designated Representative with copies of all legal notices received by County affecting the Project, including, without limitation, notices from governmental authorities, notices from any party claiming default in any payment obligation, and any other notice not of a routine nature. County shall promptly notify City's Designated Representative in writing of any suit, proceeding, or action that is initiated or threatened in connection with the Project or against County and/or City.

10.12 For any environmental event that is caused by County employees, or at their direction, at the Project site, County shall be liable to the extent the environmental event was directly caused by County employees and not a result of the condition of City's existing drainage improvements on the Project site. An environmental event shall mean spills, discharge, leakage, pumpage, drainage, pourage, emission, emptying, injecting, dumping, disposing, or other release of a hazardous material which may cause a threat or actual injury to human health or the environment.

10.13 County's Project Director shall issue written notice to City's Designated Representative when fifty percent (50%) of the total construction budget has been expended by County. City shall have fifteen (15) business days to inspect the Project work and the current construction documents and Project schedule. On or before the sixteenth (16th) business day following receipt of County's notice, City must provide County with written notice that the Project appears, to the best of City's knowledge, to have been constructed to date accordance with the design and construction documents approved by the City. If City believes the Project has not been constructed in accordance with the design and construction documents, City must provide written notice to County's Project Director detailing the discrepancies between the design and construction documents and the Project as constructed. County and City shall work together to determine whether the Project work has been performed in accordance with the design and construction documents. Within three (3) days of the date the Parties reach a resolution regarding the discrepancies, City shall provide a written approval of the Project work through that date.

10.14 Both County and City shall participate in an inspection at Substantial Completion of the Project to identify the "punch list" items. County and City shall supervise and coordinate the completion of the "punch list" items. Both Parties shall participate in the final inspection which shall occur two months prior to the one-year anniversary of Substantial Completion.

10.15 Within ninety (90) days after Substantial Completion of the Project, County shall deliver to City's Designated Representative a final construction report which shall set out the total costs incurred in connection with the Project.

10.16 County shall maintain the books, records, and documents pertaining to the Project. City

representatives shall have access to, and the right to examine, same upon reasonable notice to County's designated representative.

ARTICLE XI
DEFAULT

11.01 In the event of a material breach of this Agreement, the non-breaching party shall give the breaching party written notice of such breach which shall detail the nature of the breach. The party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the satisfaction of the non-breaching party by the end of the thirty (30) day period, the non-breaching party may give written notice of termination to the breaching party and seek to recover damages.

ARTICLE XII
ENTIRE AGREEMENT

12.01 This Agreement, including the exhibit, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. If there is a conflict between or among the provisions of this agreement and any of the following items, the order of precedence shall be as follows: (a) the Agreement, and (b) the exhibit to the Agreement.

ARTICLE XIII
ASSIGNMENT OR TRANSFER OF INTEREST

13.01 Neither Party may assign its rights, privileges, and obligations under this Agreement in whole, or in part, without the prior written consent of the other party. Any attempt to assign without such approval shall be void.

ARTICLE XIV
LEGAL CONSTRUCTION

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

ARTICLE XV
COMPLIANCE WITH LAWS AND ORDINANCES

15.01 Both Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

ARTICLE XVI
TEXAS LAW TO APPLY

16.01 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.

ARTICLE XVII
AMENDMENT

17.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties hereto.

ARTICLE XVIII
NOTICES

18.01 All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides an address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: Bexar County Judge
Bexar County Commissioners Court
Paul Elizondo Tower
101 W. Nueva, Suite 1019
San Antonio, Texas 78205

With a copy to: Public Works Director/County Engineer
233 N. Pecos, Suite 420
San Antonio, Texas 78207
fax: 210-335-6713

If to CITY: Director of Public Works
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
fax: 210-207-4406

With a copy to: City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE XIX
FORCE MAJEURE

19.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents, or employees which result from acts beyond that entity's reasonable control including acts of God, strikes or other labor disturbances, or delays by federal or

state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XX
MULTIPLE COUNTERPARTS

20.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 21st DAY OF January, 2014.

COUNTY OF BEXAR	**CITY OF SAN ANTONIO, TEXAS**
By: _____	By: _____
NELSON W. WOLFF County Judge	SHERYL L. SCULLEY City Manager
ATTEST:	ATTEST:
_____	_____
GERARD RICKHOFF County Clerk	LETICIA VACEK City Clerk

APPROVED AS TO LEGAL FORM:

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

BY: _____
JILL TORBERT
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FORM:

_____
ROBBIE GREENBLUM
City Attorney

APPROVED AS TO FINANCIAL CONTENT:

BY: _____
SUSAN YEATTS
County Auditor

BY: _____
DAVID SMITH
County Manager

APPROVED:

BY: _____
RENEE D. GREEN, PE
Director of Public Works/County Engineer

APPROVED:

BY: _____
MIKE FRISBIE, PE
Director of Transportation and Capital Improvements/City Engineer

Exhibit A
Bexar County Flood Control CIP Inside City Limit Projects

Flood Control

Project ID	Project Name	Precinct	Council District	Flooding Source	Project Limits	Type of Project
	County-Wide					
CW1	High Water Detection System Phase I	CW	CW		County-Wide	High Water Detection System
	Cibolo Creek Watershed					
CB17	Martinez Dam 6A	4	2	Martinez Creek	3 miles southeast of City of Converse	Detention
	Leon Creek Watershed					
LC5	South Hausman Road LWC	3	8	French Creek	Braefield Road to Paloma Creek	LWC
LC6	Prue Road at French Creek	3	8	French Creek	Prue Road at French Creek	LWC
LC8	Ingram Road Low Water Crossing #58	2	6, 7	Leon Creek	Ingram Road	LWC
LC9	Hausman Drainage Project Phase I (Huntsman to Babcock)	3	8	Huesta Creek, Huesta Creek Trib A	1604 to Babcock	LWC
LC10	Hausman Drainage Project Phase II (Babcock to Roadrunner Way)	3	8	Maverick Creek	Babcock to Roadrunner	LWC
LC15	Huebner Creek RSWF at Prue Road	3	8	Huebner	Huebner Creek at Prue Road	Detention
LC17	Huebner Creek Enhanced Conveyance NWWC	2	7	Huebner Creek	Timberhill to Bandera Rd along Huebner Creek	Channelization
LC-17A	Huebner Creek Enhanced Conveyance NWWC LOMR	2	7	Huebner Creek	LP 410 to Timberhill along Huebner Creek	LOMR
LC19	Local Project -Whisper Creek at Hollyhock	3	7	Huebner Creek	Huebner Creek, south of Hollyhock Road	Drainage
LC22	French Creek Drainage Study (FCDS)	3	8, N/A	French Creek	South Verde Road LWC to Evans Valley Acres Subdivision (partially in City of Helotes)	Drainage Study
LC23	French Creek Trib NWWC -Environmental	3	N/A	French Creek	Flooded portions of Evans Valley & Ceder Springs Subdivisions (City of Helotes)	Drainage Improvements
LC26	North Verde Road LWC	3	8	French Creek	North Verde Road at French Creek	LWC
LC37	Helotes Creek RSWF	2	7, N/A	Helotes Creek, Leon Creek	Vulcan Quarry in Helotes, Texas	RSWF
	San Antonio River Watershed					
SA2	Laddie Place RSWF Phase III	2	1	Kappman Trib	Fredericksburg at Gardenia	Detention
SA3	Barbara Drive #73 Phase IIA	2	1	Trib to Olmos Creek	McCullough Ave at Barbara Drive	Channel, Storm Water System, LWC
SA4	Shane Road LWC #2301	1	3	Trib to San Antonio River	Shane Road from Bobbie Allen to Southon Road	LWC
SA6	Rock Creek NWWC/Outfall	3	8	Rock Creek	Callaghan Road to IH10	Channelization & Outfall Repair
SA6	Rock Creek NWWC/Outfall Phase II	3	1	Rock Creek	Callaghan Road to Loop 410	NWWC
SA8	South New Braunfels LWC	1	3	Trib to San Antonio River	S. New Braunfels	LWC / UG Storm System
SA9	Commercial Trib Phase IIa	1	3	Commercial Trib	W. Formosa to W. Petaluma	Channelization, LWC
SA14	Science Park	2	7	Zarzamora Trib A (Eastern Trib)	S. Horseshoebend Dr. to Bandera	Channelization
SA18	Frio City Road Outfall	2	5	Trib to San Pedro Creek	Frio City Road, Amtrak, and Hwy 90	Outfall
SA20	San Pedro Creek Floodwall SPC12	1	5	San Pedro Creek	S. Flores to IH10	Flood Wall
SA22	San Pedro Huisache Phase II	4	1	Trib to San Pedro Creek	Woodlawn to San Pedro	Storm Water System
SA22	San Pedro Huisache Phase III	2	1	Trib to San Pedro Creek	East of San Pedro Avenue	Storm Water System
SA24	Normoyle Ditch	1	4	Military Ditch	Wabash St & Whitman Ave along Ditch to Cuppies Rd	Channelization, Storm Water System
SA28	Broadway Corridor-SA4	4	2	Local Street Drainage	Milton to Broadway to Mahncke	Storm Water System
SA28	Broadway Corridor-SA5A and SA5B	2, 4	2	Local Street Drainage	5A: Adequate. 5B: at Brakenridge intersection	Storm Water System
SA33	Olmos Dam	3	9	San Antonio River	Olmos Dam	Detention
SA34	Elmendorf Lake Improvements	2	1	Elmendorf Lake	Elmendorf Lake between 24th Street and Commerce Street W	Riparian Enhancements
SA38	Balcones Heights RSWF (Woodlawn)	3	7	Woodlawn Creek	Lake Ridge to Moss Oak	Detention
SA42	Broadway Drainage Improvements	2	1, 2	San Antonio River	From Patterson Avenue to N. New Braunfels	Drainage
SA43	Sixmile Creek Drainage Improvements	1	3	Sixmile Creek	Downstream of Roosevelt to Ashley	Channelization, LWCs
SA43C*	Sixmile Creek CCR2 Channel and Bridges	1	3	Sixmile Creek	Ashley to upstream of Commercial	Channelization, LWCs
SA44	VFW Drainage	1	3	Local Street Drainage	Roosevelt Ave to San Antonio River	Local Drainage
SA48	Concepcion Creek Drainage Improvements	1	3, 5	Concepcion Creek	Concepcion Creek -San Antonio River to IH35	LOMR
SA49	St. Mary's University Drainage Improvements	2	7	Local Street Drainage		Local Drainage
SA55	Woodlawn at 36th Street Drainage	2	7	Local Street Drainage	Woodlawn and 36th Street	Storm Water System
SA61*	Upper Woodlawn Drainage Improvements	2	7	Woodlawn Creek	Hillcrest Dr to just south of Balcones Heights Rd	Drianage
	Salado Creek Watershed					
SC3	Rittiman Road	4	2	Salado Creek	Rittiman Bridge Expansion from Cape Cod to Granthan Dr	Bridge Upgrade/Channelization
SC4	Knoll Creek	3	10	Salado Trib F	Classen to Jung	Channelization
SC5	Mid-Beitel Channel Restoration	4	10	Beitel Creek	N.E. Loop 410 upstream to south of Garden Court East SD	Channelization
SC5A*	Mid-Beitel Channel Restoration Phase II	4	10	Beitel Creek	Continuation of SC5, north of Whirlwind Street	Channelization
SC9	Perrin Beitel Bridge Expansion	4	2	Beitel Creek	Perrin Beitel Road @ Beitel Creek & remove Vicar Rd	Channelization
SC16	Salado Creek Site 11 Dam Increase Detention	3	10	Elm Creek	Loop 1604 E between Redland Rd & Jones Maltsberger	Increase Detention Volume
SC18	Roland Avenue Bridge	4	2, 3	Salado Creek	Roland Road @ Salado Creek	Bridge Upgrade
SC25	Redland Road	3	10	Elm Creek	Redland Road @ Elm Creek	LWC
SC27	Bulverde Road at Mud Creek Trib A	3	10	Trib A to Mud Creek	Low water crossing Bulverde Rd at Trib A to Mud Creek	LWC
SC28	Jones-Maltsberger at Elm Creek	3	10	Elm Creek	Jones-Maltsberger at Elm Creek	LWC
SC41	Salado Creek at Ira Lee	4	10	Salado Cree Trib	Ira Lee at Salado Creek Trib, north of Garner Middle School	Channelization, LWC

* Project ID may change.