

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT WITH
ALAMO REGIONAL MOBILITY AUTHORITY**

The City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “**CITY**”) presently has an existing Interlocal Agreement, as amended, (hereinafter referred to as the “**AGREEMENT**”) with the Alamo Regional Mobility Authority, a Regional Mobility Authority, (hereinafter referred to as “**AlamoRMA**”). The **AGREEMENT**, as amended, provides for a loan at rate of 2.97% simple interest per annum from the deposit date of each succeeding year on the amount of \$500,000.00 from the **CITY** to the **AlamoRMA** with a date for repayment of September 1, 2011, for the purpose of assisting the **AlamoRMA** in its organization efforts approved by City Council on March 24, 2005 through Ordinance No. 100587, as amended by the First Amendment to the Interlocal Agreement with Alamo RMA and approved by Ordinance No. 2010-10-14-0899 on October 14, 2010 and **AlamoRMA** Resolution No. 10-34 passed and approved on October 14, 2010.

AMENDMENT

This Second Amendment entered into by and between the **CITY** acting by and through its designated representative pursuant to Ordinance No. _____ passed and approved on August 4, 2011 and the **AlamoRMA** acting by and through its Board of Directors pursuant to Resolution No. 11-10 passed and approved on August 11, 2011, is effective on _____ 2011. The undersigned hereby agree to the Second Amendment of the **AGREEMENT** as herein set forth:

1. This Second Amendment of the **AGREEMENT**, as amended, is hereby amended to extend the period in which loan repayment must be made.

2. Article II. of the **AGREEMENT**, as amended, entitled “**FINANCIAL ASSISTANCE**,” provision 2.03 is hereby amended, deleted, replaced and/or modified as follows:

“Provision 2.03 is amended by deleting its third paragraph beginning with the word “Notwithstanding” and ending with the words and figures “September 1, 2011”, and shall be replaced with the following paragraph:

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, 2012.**”

3. This Second Amendment to the **AGREEMENT** shall not prejudice any present or future rights, remedies, benefits, or powers belonging or accruing to **CITY** under the terms of the **AGREEMENT** herein amended.

4. Except as provided otherwise herein, the AGREEMENT shall remain unaffected, unchanged, and unimpaired by reason of the foregoing Second Amendment.

Second Amendment AGREED TO on this the _____ day of _____, 2011.

CITY OF SAN ANTONIO, A TEXAS
MUNICIPAL CORPORATION:

ALAMO REGIONAL MOBILITY
AUTHORITY:

By: _____
City Manager

By: _____
Executive Director

APPROVED:

City Attorney

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