

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF BRAZOS

This Interlocal Cooperation Contract (Contract), in compliance with the provisions of "The Interlocal Cooperation Act," Texas Government Code, Chapter 791, is entered into by and between the City of San Antonio, a Texas municipal corporation, acting by and through its City Manager or her designee, pursuant to Ordinance No. _____, dated _____, 2017, and Texas A&M Forest Service, a Texas governmental agency, and all of which may also be referred to herein individually as a "party" or collectively as the "parties".

I. CONTRACTING PARTIES:

Performing Party: Texas A&M Forest Service (TFS)

Receiving Party: City of San Antonio (CITY)

II. PURPOSE AND STATEMENT OF SERVICES TO BE PERFORMED:

TFS will collect data from Urban Forest Inventory and Analysis (UFIA) plots located within the CITY's geographical boundary (City Limits) and within the CITY's Extraterritorial Jurisdiction (ETJ) zone.

- Data will be collected following procedures set by the USDA Forest Service's "Field Data Collection Procedures for Urban FIA Plots" manual.
- TFS crews will install 100+ plots within the city limits and 100+ plots within the ETJ.
- Collected data will be transmitted to USDA Forest Service Southern Research Station for analysis to be conducted.
- TFS will provide USFS's analysis to CITY once it is available.

Timeline:

- Plot locations will be determined by USDA Forest Service Southern Research Station and provided to TFS.
- TFS FIA Program Coordinator will produce materials utilized by field crews for data collection and provide training and materials to field crews prior to April 30, 2017.
- Data collection will begin in following training and be completed by October 31, 2017.

III. CONTRACT AMOUNT AND BASIS FOR CALCULATING REIMBURSABLE COSTS:

The total amount of this Contract shall not exceed One Hundred Fifty Thousand dollars (\$150,000) and, in accordance with Section IV of this Contract, CITY will pay TFS for conducting the services outlined in Section II.

IV. PAYMENT FOR SERVICES:

CITY shall pay for services received from the TFS within 30 days of receiving TFS's invoice. Payments for services performed shall be billed upon completion of data collection services, which is estimated to be October 31, 2017.

V. TERM OF CONTRACT:

This Contract will commence upon the execution date by City and shall terminate on September 30, 2018 or upon completion and delivery of the USFS analysis to CITY, whichever occurs first. The term of this contract or timeline for deliverables may be extended administratively upon written request by either party without further City Council consideration.

VI. AUDIT

Each party reserves the right to conduct, or cause to be conducted an audit of all funds received or disbursed under this Contract at any and all times deemed necessary by that party. Each party's staff, a Certified Public Accounting firm, or other auditors as designated by that party, may perform such audit(s). Each party reserves the right to determine the scope of every audit. Each party agrees to make available to the other parties all books, records, documents and reports with respect to matters covered by this Contract.

VII. THIRD PARTY CLAIMS

TFS and CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

VIII. INSURANCE

CITY agrees to waive the standard insurance requirements contained in Interlocal Contracts in consideration of the following:

- A. TFS acknowledges that all services provided are performed at TFS's sole risk.
- B. TFS acknowledges that the work to be performed under the terms of this Contract entails unknown and unanticipated risks that could result in physical or emotional injury, damage to TFS, TFS's property, to the CITY and to third parties.
- C. TFS acknowledges that TFS has adequate insurance to cover exposure as outlined in the Texas Tort Claims Act for injury or damage caused or suffered while performing under this Contract, or TFS will bear the costs of such injury or damage.
- D. TFS acknowledges that it carries liability insurance for all vehicles to be used in the performance under this Contract and will maintain such liability insurance throughout the term of this Contract.

IX. ASSIGNMENT

No party may assign or transfer its interest in this Contract or any portion thereof without the written consent of the governing bodies of each of the parties. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third party or person.

X. CONTRACT TERMINATIONS:

Either party may terminate this Contract any time upon thirty (30) days written notice to the other party to the termination of service. In the event of early termination, the CITY shall only

be liable for prorated payment of services performed to termination.

XI. CONTRACT AMENDMENTS:

This Contract may be amended by written application from one party to the other and written concurrence by the responding party, along with the approval of the appropriate governing body, when necessary.

XII. CONTRACT CONTACTS:

Texas A&M Forest Service
Attn: Chris Brown
200 Technology Way, Suite 1281
College Station, Texas 77845
Cell: 936-546-8540

City of San Antonio
Parks and Recreation
Attn: Grant Ellis, Natural Resources Mgr.
PO Box 839966
San Antonio, Texas 78283-3966
Phone: 210-207-8480

XIII. AUTHORIZATION:

TFS and the CITY represent that each is independently authorized to perform the functions contemplated by this Contract;

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of Government, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

The Texas A&M Forest Service further certifies that it has the authority to enter into this Contract by authority granted in: Texas Education Code, Chapter 88.120.

The City of San Antonio further certifies that it has authority to enter into this Contract by authority granted in: Texas Government Code Title 7, Chapter 791, Subchapter B, Section 791.011.

The undersigned parties bind themselves to the faithful performance of this Contract.

City of San Antonio

Texas A&M Forest Service

By: _____ Date _____

By: Robby DeWitt Date 01/11/17

Name: Xavier D. Urrutia
Title: Director
Parks & Recreation Department

Name: Robby DeWitt
Title: Associate Director for
Finance and Administration
Tax I.D. No. 74-6014065