

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**INTERLOCAL AGREEMENT
FOR THE TxDOT STATE HIGHWAY
TURNBACK PROPOSAL**

THIS INTERLOCAL AMENDMENT FOR THE TxDOT STATE HIGHWAY TURNBACK PROPOSAL (hereinafter referred to as “Agreement”) is effective as of the ____ day of _____, 2014 (“hereinafter referred to as the Effective Date”), by and between the CITY OF SAN ANTONIO, TEXAS) hereinafter referred to as City”), a Texas Home Rule Municipality and Texas Department of Transportation (hereinafter referred to as “TxDOT”) a State Agency. This Agreement is entered into by the City and TxDOT pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Transportation Code, Section 221.002. This Agreement is intended to further the purpose of the Interlocal Cooperation Act and Transportation Code to cooperate and agree on maintenance responsibility for State Highways inside City limits.

WITNESSETH

WHEREAS, as part of the Regional Mobility Plan TxDOT requested the City to take-back and assume maintenance of 129 centerline roadbed miles of State Highways inside City limits; and

WHEREAS, TxDOT has revised its request by stating that take-backs and assumptions of maintenance would be done on a voluntary basis in coordination with municipalities; and

WHEREAS, City has analyzed the impact of City’s assumption of maintenance of 129 centerline roadbed miles to determine the current condition of State Highways, required maintenance and transportation functionality, as well as, indentifying potential redevelopment opportunities along those State Highways; and

WHEREAS, the San Antonio – Bexar County Metropolitan Planning Organization estimates that the region will grow by over one million people in the next 25 years; and

WHEREAS, TxDOT has indicated a willingness to contribute funding to a Regional Mobility Plan including projects that increased capacity to U.S. 281, IH-10 and Loop 1604 if the City agrees to takeback maintenance of the entire 129 centerline roadbeds miles of State Highway inside City limits; and

WHEREAS, City will agree to takeback and assume maintenance of 21.8 centerline roadbed miles of State Highway for nine (9) State Highways in the City limits; and

WHEREAS, TxDOT agrees to give City, at no cost, use of 4,500 square feet of additional office space TransGuide, transfer at no cost to City real estate necessary for the Henry B. Gonzales Convention Center Expansion, provide funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project, provide funding of \$150,000 for the Wurzbach Parkway traffic study, to complete the street reconstruction of the Broadway Corridor, complete necessary one-time maintenance prior to City's takeback and assumption of the State's maintenance responsibility of 21.8 centerline roadbed miles of non-controlled State Highway, and the necessary maintenance of the State Highways the City agrees to takeback and assume centerline roadbed maintenance; and

WHEREAS, this INTERLOCAL AGREEMENT will establish and promote the collaborative management for maintenance of State Highways in the City limits, and

WHEREAS, TxDOT and City desire to establish amend the rights and obligations of TxDOT and City with regard to the maintenance of 21.8 centerline roadbed miles of nine (9) State Highways in City limits; and

WHEREAS, TxDOT and City have come to an agreement that results in the equitable distribution of costs between TxDOT and City:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions for City to agree to takeback and assume maintenance of 21.8 centerline roadbed miles of State Highways inside City limits.

ARTICLE II
FUNDING

2.01 TxDOT funding will be established for the following projects in the agreed amounts.

2.02 It is expressly understood and agreed by City and TxDOT that the City's obligation to takeback and assume maintenance of 21.8 centerline roadbed miles of State Highways inside City limits is contingent upon TxDOT:

- a. Providing City, at no cost, use of 4,500 square feet of additional office space at TransGuide;
- b. Transferring at no cost to City real estate necessary for the Henry B. Gonzales Convention Center Expansion;
- c. Providing City funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project;
- d. Providing City funding of \$150,000 for the Wurzbach Parkway traffic study;
- e. Completing the street reconstruction of the Broadway Corridor;

- f. Completing the necessary one-time maintenance to 21.8 centerline roadbed miles of non-controlled access State Highways prior to City's takeback and assumption of TxDOT maintenance responsibility; and
- g. Providing necessary maintenance of the 21.8 Centerline roadbed miles of non-controlled access State Highways.

ARTICLE III
OBLIGATIONS OF CITY

3.01 Pursuant to this Agreement, City shall perform and provide the following:

- a. City shall assume and takeback the TxDOT maintenance responsibility for maintenance of 21.8 centerline roadbed miles of non-controlled access highways as described in the FIRST AMENDMENT to the 1974 MUNICIPAL MAINTENANCE AGREEMENT (ATTACHMENT A).

ARTICLE IV
OBLIGATIONS OF TxDOT

4.01 Pursuant to this Agreement, TxDOT shall as consideration for the City's assumption of TxDOT maintenance responsibility for 21.8 centerline roadbed miles of non-controlled access highways, provide City office space, real estate, and funding as stated below and specifically described in ATTACHMENT B:

- a. TxDOT will provide at no cost to City 4500 sq. ft. of TransGuide office.
- b. TxDOT will transfer at no cost to City the property necessary for the Henry B. Gonzalez Center Expansion.
- c. TxDOT will provide funding in the amount of \$250,000 to City towards the Lackland Air Force Base Military Corridor Enhancement Project.
- d. TxDOT will provide funding in the amount of \$150,000 to City towards the Wurzbach parkway traffic study.

- e. TxDOT will complete at TxDOT expense, the street reconstruction for the Broadway Corridor.
- f. TxDOT will provide required maintenance as shown in **ATTACHMENT B** and complete the necessary one-time maintenance prior to City's takeback and assumption of the State's maintenance as shown in **ATTACHMENT C** responsibility for 21.8 centerline roadbed miles of non-controlled access highway.

ARTICLE V
DESIGNATION OF REPRESENTATIVES

5.01 City hereby appoints the City of San Antonio Transportation Capital Improvements Director, or his designee, (hereinafter referred to as "Director") as its designated representative under this Agreement. The Director shall be the City's primary point of contact.

5.02 TxDOT hereby appoints the District Engineer or his/her designee, (hereinafter referred to as "District Engineer") as its designated representative under this Agreement. TxDOT's District Engineer shall be the primary point of contact for TxDOT.

ARTICLE VI
DEFAULT

6.01 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 reasonable 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 of this Agreement to the breaching party and seek to recover damages not to exceed the amount obligated by the non-breaching party for this Agreement.

ARTICLE VII
TERMINATION FOR CONVENIENCE

7.01 Whenever City or TxDOT, in its sole discretion, deems it to be in its best interest, it may terminate this Agreement for convenience. Such termination shall be effective thirty (30) days after written notice of termination for convenience is delivered. The Parties shall have no additional liability to one another for termination under this Article VII.

ARTICLE VIII
PRIOR AGREEMENTS SUPERSEDED

8.01 This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE IX
ASSIGNMENT OR TRANSFER OF INTEREST

9.01 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 X
LEGAL CONSTRUCTION

10.01 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 XI
TEXAS LAW TO APPLY

11.01 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 XII
AMENDMENT

12.01 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 XIII
NOTICES

13.01 All notices required to be given under this Agreement shall be in writing and either shall 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 a different 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 TxDOT: Mario Jorge, PE
 District Engineer
 Texas Dept of Transportation
 4615 NW Loop 410San Antonio, TX 78229

If to City: Mike Frisbie
 Transportation and Capital Improvements
 City of San Antonio
 P.O. Box 839966
 San Antonio, Texas 78283-3966

ARTICLE XIV
FORCE MAJEURE

14.01 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 Article XIV, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XV
MULTIPLE COUNTERPARTS

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

ARTICLE XVI
ASSIGNMENT

16.01 Neither Party shall assign or transfer its interest in this Agreement or any portion thereof without the written consent of the other Party. Any attempt to transfer, pledge or otherwise assign shall be void and shall confer no rights upon any third person or party.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____ DAY OF _____, 20____.

[Signatures on next page]

ATTEST:

CITY OF _____

By: _____

(Title of Signing Official)

(Date)

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 1000002 and Stand Alone Manual Notice 96-6, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

BY: _____
District Engineer

_____ District

Date: _____

ATTACHMENT B

| State Roadway | | Turnback Year | Limits | CLM |
|---------------|-------------------|---------------|--------------------------|-------------|
| SL0368 | Broadway | 2014 | IH35 to Alamo Heights | 2.0 |
| FM471 | Culebra | 2014 | Leon Valley to Loop 1604 | 5.0 |
| FM3487 | Culebra | 2014 | Loop 410 to FM 0471 | 3.3 |
| FM1517 | Eckert | 2014 | Huebner to Bandera | 1.9 |
| SL0345 | Fredericksburg Rd | 2014 | IH10 to Balcones Heights | 3.5 |
| SS0066 | Lone Star Pass | 2014 | Hwy 16 to Toyota | 1.4 |
| SS0537 | San Pedro | 2014 | Loop 410 to US 281 | 1.5 |
| SS0053 | UTSA | 2016 | IH10 to UTSA | 1.6 |
| FM1560 | Hausman | 2017 | Loop 1604 to Helotes | 1.6 |
| Totals | | | | 21.8 |

ATTACHMENT C