

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL  
AND  
THE CITY OF SAN ANTONIO  
FOR TECHNICAL SUPPORT SERVICES**

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“CITY”) acting by and through Lawrence Trevino, its Division Fire Chief of the Office of Emergency Management, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and the Southwest Texas Regional Advisory Council, by and through its Executive Director, (“STRAC”), both of which may be referred to herein collectively as the “Parties”. This agreement is authorized under the authority of Chapter 791 of the Texas Government Code, which provides that local governments and political subdivisions of the state may execute interlocal cooperation contracts to reduce their vulnerability to acts which threaten governmental functions.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. PURPOSE**

- 1.1 The purpose of this agreement is to provide the CITY with technical assistance in complying with federal and state homeland security grant guidelines and reporting requirements.

**II. TERM**

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement is for three years beginning August 15, 2017 and terminating August 14, 2020. The City Manager and her designated representative are hereby authorized to execute this contract with STRAC for \$24,190 per year with the option for two 1-year renewal periods without obtaining further City Council approval, subject to the appropriation of funds. This amount shall be prorated during the initial term of this Agreement. This amount will also include a one-time payment for Mapper Professional Software of \$8,580. All renewals shall be in writing, authorized by both parties and signed by the City Manager or her designee.
- 2.2 STRAC and the CITY recognize that the continuation of any agreement after the close of any given fiscal year of the CITY, whose fiscal year ends on September 30, shall be subject to the appropriation of funds for the agreement. Should funds not be appropriated, this agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder.

### III. SCOPE OF SERVICES

- 3.1 For the duration of this agreement, STRAC will provide to the San Antonio Office of Emergency Management (“SAOEM”) with WebEOC technical support and programming services, including hardware and software maintenance. This also includes a real-time failover site to provide continuity of operations for SAOEM.
- 3.2 STRAC support staff will support SAOEM and San Antonio Fire/EMS/Police with emergency operations assistance, planning, training, and exercise support related to WebEOC, as directed by SAOEM.
- 3.3 STRAC support staff will normally perform WebEOC support between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise agreed upon by SAOEM and STRAC. STRAC support staff will also provide phone coverage on a 24 hours per day basis as needed on issues related to WebEOC activations and command vehicle deployments when requested. No work shall be performed on a state or national holiday, unless specifically agreed upon by SAOEM and STRAC.
- 3.4 SAOEM shall provide STRAC with existing plans, protocols, guidelines, and any other documentation necessary to conduct the required work and with access to the appropriate personnel necessary to conduct the required work. SAOEM shall provide STRAC support staff with any required radio equipment as needed and will ensure that it is properly programmed for the required mission(s). SAOEM shall provide the staff member with physical access to the facilities and vehicles/vehicle storage areas.

### IV. COMPENSATION

- 4.1 The CITY shall pay STRAC for the services provided by the STRAC support staff, which includes administrative support staff and subject matter experts, server-related costs, including hardware, bandwidth, software licenses, and other related expenses at a rate as outlined below.

This Cost Schedule defines all expenses that CITY shall be expected to pay STRAC.

Cost Schedule breakout for associated expenses is provided in the table below:

Description	Cost
WebEOC Software Maintenance	\$9,900.00
WebEOC Mapper Professional Software Maintenance	\$4,290.00
Technical Support and Programming	\$10,000.00
Annual Payment	\$24,190.00
** One time payment for Mapper Professional Software	\$8,580.00
Total Annual Payment + <u>One Time</u> Mapper Professional Software Payment	\$32,770.00

- 4.2 STRAC shall, beginning in the first month of the contract period, submit an itemized invoice to CITY for services provided to CITY. Said invoice shall be submitted no later

than fifteen days following the end of each month during which the aforementioned services were provided. The invoice shall contain a representation of the services being invoiced pursuant to this agreement.

- 4.3 Upon receipt by CITY of a correct invoice from STRAC, CITY agrees to pay STRAC the amount invoiced, so long as the amount invoiced has been invoiced pursuant to the provisions of this agreement, within thirty days of the date of receipt.
- 4.4 CITY shall not be obligated or liable under this agreement to any party other than STRAC for payment of any monies or provision of any goods or services.

## **V. OWNERSHIP OF DOCUMENTS**

- 5.1 To the extent STRAC possesses the right to do so, the CITY shall have an unlimited right to any materials distributed by STRAC pursuant to the provisions of this agreement.

## **VI. RECORDS RETENTION**

- 6.1 STRAC must maintain all documents and records pertaining to the services rendered through this agreement and make them available to the CITY at the respective offices of the parties during the record retention period.
- 6.2 STRAC shall retain any and all documents produced as a result of its services for four years from the date of termination of the agreement, or any extension thereof, or, in the event that litigation is initiated in connection with the services provided by STRAC pursuant to this agreement, four years from the date of resolution of said litigation.
- 6.3 STRAC shall notify the CITY immediately in the event STRAC receives any requests for information from a third party which pertain to the documentation and records referenced herein. To the extent permitted by law, the CITY will process all such requests.

## **VII. TERMINATION**

- 7.1 For purposes of this agreement, "termination" of this agreement shall mean termination by expiration of the agreement term, as provided for in Article II (Term), or earlier termination pursuant to any of its provisions.
- 7.2 This agreement may be terminated, for any reason, by either party upon thirty calendar days written notice, which shall be provided in accordance with Article VIII (Notice).
- 7.3 If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this agreement shall automatically terminate as of the effective date of such prohibition.
- 7.4 Regardless of the manner in which this agreement is terminated, STRAC shall, within thirty days of termination, effect an orderly transfer to CITY or to such person as the

CITY may designate, at no additional cost to the CITY, all completed or partially completed documents, papers, records, charts, reports, and any other material or information produced as a result of or pertaining to the services rendered by STRAC, or provided to STRAC, hereunder, regardless of the storage medium, if so requested by the CITY, or shall otherwise be retained by STRAC in accordance with Article VI (Records Retention).

- 7.5 Within ninety calendar days of the effective date of termination of this agreement, STRAC shall submit to the CITY its claims, in detail, for the monies owed by the CITY for the services performed under this agreement through the effective date of termination. Failure by STRAC to submit its claims within said period will negate any liability on the part of the CITY and constitute a waiver by STRAC of any right to collect money STRAC may have otherwise been entitled to.

## VIII. NOTICE

- 8.1 Any election, notice, or communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged) or three days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt, if sending the same by certified mail, return receipt requested, or upon receipt, when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or other address as either party designates in writing.

If intended for the CITY:

City of San Antonio  
Attn: Lawrence Trevino, Division Fire Chief  
Emergency Management Coordinator  
Office of Emergency Management  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for STRAC:

Southwest Texas Regional Advisory Council  
Attn: Eric Epley  
Executive Director  
7500 Hwy 90 West, Suite 200  
San Antonio, Texas 78227

## IX. INSURANCE

- 9.1 STRAC warrants that it is insured in the following manner. VFIS provides STRAC with commercial liability insurance through Texas Mutual. STRAC is insured for Workers Compensation Insurance and is insured under an automobile policy for personal injury and property damage, as provided for by Chapter 101 of the Texas Civil Practices and Remedies Code.

## **X. CLAIMS**

- 10.1 STRAC and the CITY acknowledge that they are political subdivisions of the State of Texas and are subject to the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice 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.
- 10.2 There is no intention on the part of the parties hereto to create or otherwise form a joint enterprise under or pursuant to this agreement. The parties to this agreement are undertaking a governmental function or service. The parties to this agreement do not have a pecuniary or common purpose. The purpose of this agreement is to further the public good, not to gain a profit. The parties do not have an equal right of control. The CITY has a superior right to control the direction and management of the enterprise solely for liability purposes under the agreement and/or solely by virtue of its responsibility for the day-to-day management and control of the premises.
- 10.3 The parties to this agreement are carrying out a homeland security activity through the terms of this agreement. They claim all immunity from liability afforded to them for their good faith acts in carrying out the terms of this agreement under the terms of Chapter 421 of the Texas Government Code.

## **XI. ASSIGNMENT AND SUBCONTRACTING**

- 11.1 STRAC shall supply qualified personnel as may be necessary to complete the work to be performed under this agreement. Persons retained to perform work pursuant to this agreement shall be either Full or Part-time employees of STRAC and not subcontractors.
- 11.2 Except as otherwise stated herein, STRAC may not sell, assign, pledge, transfer, or convey any interest in this agreement, nor delegate the performance of any duties hereunder, by transfer or any other means, without the consent of the CITY, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, STRAC shall remain liable for completion of the services outlined in this agreement in the event of default by STRAC's successor, assignee, or transferee.

## **XII. INDEPENDENT CONTRACTOR**

- 12.1 STRAC agrees that it is an independent contractor and not an officer, agent, servant, or employee of the CITY; that STRAC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same; and that it shall, to the extent allowed by the laws and Constitution of the State of Texas and without waiving sovereign immunity, be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants.

- 12.2 STRAC also agrees that the doctrine of respondent superior shall not apply as between the CITY and STRAC, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint ventures between the CITY and STRAC. The parties agree that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by STRAC under this agreement and that STRAC has no authority to bind the CITY.

### **XIII. HUB SUBCONTRACTING**

- 13.1 CITY acknowledges that the policies and procedures of STRAC, as an agency of the State of Texas, for purchasing from small, economically disadvantaged minority and woman-owned businesses (Historically Underutilized Businesses) follow the directives of the State of Texas (Chapter 111 of the Texas Administrative Code).

### **XIV. CONFLICT OF INTEREST**

- 14.1 STRAC represents and certifies, and this agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the CITY. STRAC further represents and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

### **XV. SEVERABILITY**

- 15.1 If any provision of this agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the City Charter, City Code, or ordinances of the City of San Antonio, Texas, such invalidity, illegality, or unenforceability shall not affect any other clause or provision, and the remainder of this agreement shall be construed as if such provision was never contained in the agreement. In lieu of each provision of this agreement that is invalid, illegal, or unenforceable, there will be added, as a part of the agreement, a provision as similar in terms to such clause or provision as may be legal and enforceable.

### **XVI. LICENSES/CERTIFICATIONS**

- 16.1 STRAC represents and certifies that STRAC and any other person designated to provide services hereunder have the requisite training, license, and/or certification to provide said services and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

### **XVII. COMPLIANCE**

- 17.1 STRAC shall provide and perform all services required under this agreement in compliance with all applicable federal, state, and local laws, rules, and regulations.

**XVIII. LAW APPLICABLE**

18.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. MANDATORY VENUE FOR ANY SUIT AGAINST STRAC SHALL BE IN BEXAR COUNTY, TEXAS.

**XIX. ENTIRE AGREEMENT**

19.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon.

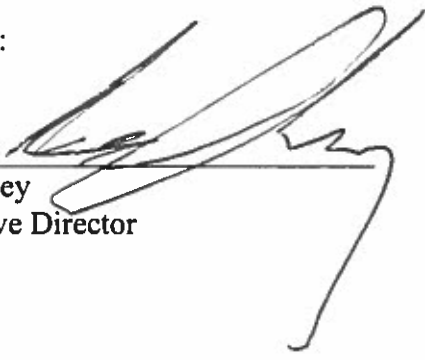
EXECUTED IN DUPLICATE ORIGINALS on \_\_\_\_\_, 2017.

CITY:

STRAC:

\_\_\_\_\_  
Sheryl Sculley  
City Manager  
City of San Antonio

\_\_\_\_\_  
Eric Epley  
Executive Director  
STRAC



Approved as to Form:

\_\_\_\_\_  
Krista Cover  
Assistant City Attorney