

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

### INTERLOCAL AGREEMENT

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

#### I. CONTRACTING PARTIES:

The Texas Department of Transportation  
City of San Antonio

TxDOT  
Local Government

**II. PURPOSE:** Safety Service Patrol Program on controlled access highways in Bexar, Comal and Kendall Counties for fiscal year 2021

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$365,750.00 and shall conform to the provisions of **Attachment B**, Budget

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on August 31, 2021 or when otherwise terminated as provided in this Agreement.

#### VI. LEGAL AUTHORITY:

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, and **Attachment D**, Resolution or Ordinance.

#### CITY OF SAN ANTONIO

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

#### FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services

## **ATTACHMENT A**

### **Scope of Services**

The State will operate a free Highway Emergency Response Operator (HERO) safety service patrol program (Program) to clear minor crashes from area roadways and assist motorists in need in Bexar, Comal, and Kendall counties. The goals of the HERO program is to improve on-road safety, keep traffic flowing by removing stranded motorists from the roadway, and provide motorists warning of stopped vehicles ahead to greatly reduce the number of crashes.

The State is responsible for the following:

1. Manage the procurement and contract execution.
2. Assist motorists who are stopped on on-system roads because their vehicles have malfunctioned.
3. Manage the daily contract operations, pay invoices, and assess liquidated damages/incentives.
4. Provide physical facilities to house Safety Service Patrol (SSP) vehicles and dispatchers.
5. Develop Standard Operating Procedures (SOP's) in coordination with local partner agencies.
6. Develop and review Service Level Agreements (SLA's) and Key Performance Indicators (KPI's).
7. Develop required equipment list for vendor and provide equipment such as radio communications.

The State will perform the work. Any changes, additions, or deletions to the Program will be at the State's sole discretion.

## **ATTACHMENT B**

### **Budget**

The Local Government shall contribute \$365,750.00 toward the State's FY2021 Safety Service Patrol program. This fixed amount of funds will be paid to the State on or before 60 days prior to the State obtaining notice from FHWA of the obligation of funds for the Program. The State will notify the Local Government as to when the funds should be paid.

After the Local Government funds are expended, Federal and State funds will be used to complete the Program. The total amount of Local Government participation shall not exceed the fixed amount stated above.

The State will perform all the work for this program.

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 3. Disputes**

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

#### **Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

#### **Article 5. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

#### **Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

#### **Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 8. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

#### **Article 9. State Auditor's Provision**

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 10. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**Article 11. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

|                          |   |
|--------------------------|---|
| <b>Local Government:</b> | City of San Antonio<br>ATTN: Assistant City Engineer, Project Management Division<br>PO Box 839966<br>San Antonio, TX 78283   |
| <b>TxDOT:</b>            | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 East 11th Street<br>Austin, TX 78701-2483<br><br><u>Billing and Inquires:</u><br>Texas Department of Transportation<br>ATTN: Director of Transportation Planning & Development<br>4615 NW Loop 410<br>San Antonio, TX 78229-5126 |

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Contract No.: 15-0XXF6003, CSJ 0915-00-214

CFDA#: 20.205

CFDA Program Title: Highway Planning and Construction

Federal Agency Name: Federal Highway Administration

## **ATTACHMENT D**

### **Resolution or Ordinance**