

**INTERLOCAL AGREEMENT
BETWEEN CITY OF AUSTIN AND THE UNIVERSITY OF TEXAS AT AUSTIN**

This agreement is made between the City of Austin (“City”) and the Lady Bird Johnson Wildflower Center, an organized research unit within the University of Texas at Austin (“University”).

Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, providing for the cooperation between local governmental bodies, the parties agree as follows:

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public and that the performance of this agreement is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this agreement, the parties agree as follows:

1. The University agrees to provide the City with services related to land management associated with improved water quality and quantity on lands protected by the Austin Water Utility’s Wildland Conservation Division.
2. The services will be provided on an “as needed” basis.
3. The University will provide monitoring, analysis and research services as provided in this agreement and in subsequent statements of work as provided as follows:
 - (a) No project shall exceed an annual cost of \$100,000.00.
 - (b) The overhead costs on any project shall not exceed 26% of the total cost of any one project.
 - (c) Before any project is initiated, the parties will determine an agreed scope of work for the project.

Specific project activities may include the following:

1. Revise Land Management Plan (one year project)
 - a. Update existing management plan completed in 2001
 - b. Update management plan to include properties added since the original management plan was approved by City Council in 2001 (1084 acres total).
 - i. Lloyd (596 ac)
 - ii. Andrewartha (80 ac)
 - iii. AARAL (14 ac)
 - iv. Wenzel (85 ac)
 - v. Bliss Spillar (132 ac)
 - vi. Orr (177 ac)

- c. Update management plan relative to projects implemented and new field practices.
 - d. Update Literature Review to reflect new research.
- 2. Analyze trail impacts on 2 properties (project renewable annually)
 - a. Monitor public access effects on water quality and quantity, ecology, and related.
 - b. Provide annual report to WQPL program
 - c. Total of 8 miles of trails combined
 - i. Slaughter Creek (6.5 miles)
 - ii. Stenis (1.5 miles)
- 4. Steve Windhager, will serve as the University's representative in all matters relating to this agreement.
- 5. This agreement becomes effective upon execution by both parties and remains effective for a 36 month period.
- 6. This agreement constitutes the entire agreement between the parties. This agreement may not be modified except as agreed by the parties in writing, nor may this agreement be assigned.
- 7. Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, or by common carrier. Notice by hand-delivery is deemed effective immediately, by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Notice to a party shall be addressed as follows:

For the City: Kevin Thuesen, Ph.D. 3635 RR 620 South Austin, Texas 78738	For the University: Steve Windhager, Ph.D. 4801 La Crosse Ave. Austin, Texas 78739
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- 8. Venue for a dispute arising from this agreement shall be in Austin, Travis County, Texas.
- 9. The City shall pay for services received from appropriation items or accounts of the University from which like expenditures would normally be paid, based upon vouchers drawn by the City payable to the University. Payments for service performed shall be billed monthly. Payments received by the University shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.
- 10. In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the

terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

11. The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of the City. Payment for the services performed by the University will be made from current revenues available to the City.

This agreement is executed by:

CITY OF AUSTIN

**UNIVERSITY OF TEXAS
AT AUSTIN**

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____