

**INTERLOCAL AGREEMENT  
BETWEEN  
THE TEXAS AGRICULTURAL EXPERIMENT STATION  
OF THE TEXAS A&M UNIVERSITY SYSTEM  
AND  
THE CITY OF AUSTIN  
FOR  
CITYWIDE WATER QUALITY MODELING PROJECT**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made by and between the Texas Agricultural Experiment Station Texas ("TAES") of the Texas A&M University System, and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee, ("the City").

**WITNESSETH:**

**WHEREAS**, TAES and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. Seq.; and

**WHEREAS**, the City, with TAES, wishes to develop water quality modeling capabilities using the City's extensive geographic, hydrologic and meteorological data for the Austin area, by incorporating specific urban tools into current model applications, and predicting impacts of development, regulatory and programmatic practices and, specifically, adding the implementation of Best Management Practices (BMPs) and developing a GIS interface; and

**WHEREAS**, the City wishes to engage faculty and graduate students of TAES who are knowledgeable in the field of water quality modeling, development and support of the Soil and Water Assessment Tool (SWAT) and technical research to assist with the City's Water Quality Modeling project;

**NOW THEREFORE**, TAES and the City agree as follows:

**1. OBLIGATIONS OF TAES**

- A. TAES shall appoint one (1) staff person to act as a single point of contact ("SPOC"), with the City. The SPOC shall be knowledgeable in water quality modeling and proficient with the SWAT model (ArcSWAT version implemented for ArcGIS 9.1 or 9.2) and programming of the model. SPOC shall possess decision making ability and authority. TAES SPOC contact information is:

Dr. Raghavan Srinivasan  
Texas Agricultural Experiment Station Texas  
Texas A&M University, College Station, Texas  
3000 Briarcrest Drive, Suite 101  
Bryan TX 77802  
979-845-5069  
r-srinivasan@tamu.edu

- B. The SPOC may employ graduate research staff to assist in development of specific model capabilities in specific applications of the SWAT model for the City's urbanized areas, and for use in evaluation of Best Management Practices, education and regulatory efforts for water quality improvements.

- C. The SPOC shall develop specific capabilities for application of the SWAT model, incorporating urban infrastructure features. The SPOC shall provide technical expertise for calibration, validation and application of the customized SWAT model on Austin area creeks. SPOC shall only distribute developed SWAT models that have been approved by the City.
- D. The SPOC shall monitor all work done by graduate research assistants appointed to this project. The SPOC shall contact the City at least once per month to provide updates on work accomplishments either by phone or email with a brief summary on the invoice.
- E. TAES shall submit monthly statements to the City for payment under this Agreement in accordance with the budget attached hereto as Exhibit "A". The statements shall include sufficient documentation to support the request for payment.

## **II. OBLIGATIONS OF THE CITY**

- A. The City shall appoint one (1) person to act as SPOC with TAES. This person shall hereinafter be referred to as the "Contract Manager", and shall have decision making ability and authority. The Contract Manager's contact information is:

Dr. Roger Glick  
City of Austin  
Watershed Protection & Development Review Dept.  
PO Box 1088  
Austin, TX 78767  
512-974-2096  
[roger.glick@ci.austin.tx.us](mailto:roger.glick@ci.austin.tx.us)

- B. In exchange for aforesaid service, the City shall pay an amount not to exceed \$150,000, in accordance with the itemized budget attached hereto as Exhibit "A". Funds budgeted in one (1) category may be reallocated to another task only after receiving prior written approval from the Contract Manager, provided the total budget does not exceed \$150,000.
- C. The Parties acknowledge that TAES may publish data, information, and results relating to the activities performed under this Agreement. The City will have thirty (30) days to review and comment on any proposed publication. TAES agrees to give reasonable consideration to the City's comments in the proposed publication.
- D. The City has the right to audit and inspect records maintained by TAES relating to work performed under this Agreement during and up to twelve (12) months after the termination of this agreement

## **III. TERMS, TERMINATION**

- A. This Agreement shall be effective from and after the date of execution by all parties, and shall expire twelve (12) months thereafter, unless previously terminated or extended pursuant to this section III of the Agreement. This Agreement may be renewed annually to extend the total term up to 4 years, subject to the approval of TAES and the City Manager or designee. Extending the Agreement does not increase the total not-to-exceed amount of this Agreement under section II B of this Agreement.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have thirty (30) days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then the offended party shall have the right without further notice to terminate this Agreement.

- C. This Agreement may not be altered, amended, or modified except in writing, approved by TAES and the City Manager, or designee.

#### **IV. PAYMENT FOR SERVICES**

- A. Monthly, or as otherwise mutually agreed, invoices shall be sent to:

City of Austin, WPDR  
Attn: Accounts Payable  
PO Box 1088  
Austin, Texas 78767

- B. The City will pay TAES for services performed no later than thirty (30) days after receipt of the statement. Payment under this Agreement shall be made from current revenue available to the City.

Remittance will be made payable to TAES and will be sent to:

Texas Agricultural Experiment Station  
2147 TAMU  
College Station, TX 77843-2147

#### **V. MISCELLANEOUS**

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Indemnity. Both parties agree that neither shall indemnify the other in the execution of performance of the Agreement.
- C. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Brazos County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Brazos County, Texas.
- D. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the TAES institutional representative and the City Manager of the City of Austin.
- E. Entire Agreement. This Agreement constitutes the entire agreement between the City and TAES. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- F. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three (3) days after deposit in the U.S. Mail in case of mailing.

The address of City for all purposes shall be:

City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767

Attn.: Byron Johnson, Purchasing Officer  
Financial Services Department

The address for TAES for all purposes under this Agreement and for all notices hereunder shall be:

The Texas Agricultural Experiment Station  
2147 TAMU  
College Station, TX 77843-2147

Attn.: Diane Gilliland  
Contracts and Grants

- G. Publicity. Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in the public media, except as required by the Texas Open Records Act or other law or regulation. TAES, however, shall have the right to acknowledge the City's support of the investigation under this Agreement in scientific or academic publications and other scientific or academic communications, without the City's prior approval of any such statements; the parties shall describe the scope and nature of their participation accurately and appropriately.

WHEREFORE, premises considered this Interlocal Agreement is executed and effective the date the last party signs.

CITY OF AUSTIN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Huffman  
Assistant City Manager

The Texas Agricultural Experiment Station

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Mark Hussey, Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Austin Law Department