

**INTERLOCAL AGREEMENT BETWEEN
TEXAS AGRILIFE RESEARCH
and
THE CITY OF AUSTIN
FOR ASSESSMENT OF LANDOWNER ATTITUDES**

This Interlocal Agreement (“Agreement”) is made by and between Texas AgriLife Research (“AGRILIFE”) with principal offices in College Station, Texas, a member of the Texas A&M University system (“TAMUS”), 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”).

W I T N E S S E T H:

WHEREAS, AgriLife and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq; and

WHEREAS, the ability of individual landowners to exist adjacent to protected wildlands is a matter of interest to both AgriLife and the City; and

WHEREAS, the City and AgriLife both wish to conduct a study to assess attitudes of landowners in the vicinity of the City’s Wildlands, specifically in the Bull, Slaughter, and Onion Creek Watersheds;

NOW, THEREFORE, AgriLife and the City agree as follows:

I. OBLIGATIONS OF AGRILIFE

- A. AgriLife agrees to provide the City with services as set out in the Scope of Work referred to and incorporated as **EXHIBIT A**.
- B. AgriLife shall appoint one staff person (Urs P. Kreuter, Ph. D.) to act as the single point of contact with the City (“SPOC”). The SPOC shall possess decision-making authority. The AgriLife SPOC contact information is:

Urs P. Kreuter, Ph.D.
Department of Ecosystem Science and Management
Texas A&M University
2138 TAMU
College Station, Texas 77843-2138
(979) 845-5583

II. OBLIGATIONS OF THE CITY

- A. In exchange for the services described in **EXHIBIT A.**, the City agrees to pay AgriLife an amount not to exceed \$55,961 during the first twelve months of this Agreement, and an amount not to exceed \$34,055 upon extension of this Agreement under Section III A, for a total not to exceed amount of \$90,016, in accordance with the itemized budget included in **EXHIBIT A.**
- B. The City shall appoint one staff person to act as the SPOC with AgriLife. The City SPOC contact information is:
- City of Austin
Austin Water Utility
Attn: William A. Conrad
P.O. Box 1088
Austin, Texas 78767-1088
512-263-6430

III. TERM, TERMINATION

- A. This Agreement shall be effective from and after the date of execution by all parties and shall expire 12 months from that date, unless previously terminated under to Section III. B of this Agreement, or renewed under this Section. This Agreement may be renewed for one additional 12-month period, subject to the approval of AgriLife and the City Manager of the City of Austin, or designee.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 60 days, then the offended party shall have the right without further notice to terminate this Agreement.

IV. PAYMENT FOR SERVICES

- A. AgriLife shall submit to the City statements in a form acceptable to the City, on a monthly basis, but not less than quarterly. The statements shall include a description of work performed. The invoices shall be sent to:

City of Austin
Austin Water Utility
Attn: William A. Conrad
P.O. Box 1088
Austin, Texas 78767-1088

Remittance will be made payable to Texas AgriLife Research and will be sent to:

Texas AgriLife Research
Attn.: Ms. Diane M. Gilliland

2147 TAMU
Texas A&M University
College Station, Texas 77843-2147

- B. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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 intend 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 of invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement
- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.
- C. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by AgriLife and the City Manager of the City of Austin or designee.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the City and AgriLife. 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.
- E. 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 deliver and three days after deposit in the U.S. Mail in case of mailing. The address of the City for all purposes shall be:

City of Austin
Austin Water Utility
Attn: William A. Conrad
P.O. Box 1088
Austin, Texas 78767-1088

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

Ms. Diane M. Gilliland.
Texas AgriLife Research
2147 TAMU
College Station, Texas 77843-2138

WHEREFORE, premises considered, this Interlocal Agreement is executed to be effective the date of the last party to sign.

CITY OF AUSTIN

By: _____ Date: _____
Rudy Garza
Assistant City Manager

TEXAS AGRILIFE RESEARCH

By: _____ Date: _____
Diane M. Gilliland
Asst. Director for Research Administration

APPROVED AS TO FORM:

By: _____
City of Austin
Law Department

EXHIBIT A

TO INTERLOCAL AGREEMENT BETWEEN TEXAS AGRILIFE RESEARCH AND THE CITY OF AUSTIN FOR ASSESSMENT OF LANDOWNER ATTITUDES

Problem Statement:

Austin and the six-county area it anchors is one of the fastest growing urban areas in the nation. In addition, Texas leads the nation in conversion of productive farm and ranch land to ranchettes and residential development. Through such land use conversion, wildlands able to absorb rainwater and filter pollutants are replaced by impervious cover that increases storm water runoff, the risks of erosion and flooding, and the contamination of surface and ground water. The latter is especially problematic in karst areas, such as those occurring in the vicinity of Austin where water flow into and through underground caves is relatively unimpeded and unfiltered. In addition, developed areas on the urban-wildland interface also bring human-associated changes including the introduction of invasive and exotic plants, landscapes that encourage pesticide and fertilizer loading, the removal of predatory animals, and the decline of habitat for wildlife including endangered species. All of these factors can deteriorate the vitality and diversity of the ecosystem and ultimately degrade water quality.

In response to these challenges, the City of Austin has emerged as a national leader among communities purchasing wildlands to minimize the negative effects of land fragmentation on endangered species habitat and water quality. These lands are managed under two programs by the Wildland Conservation Division (WCD), Austin Water Utility. Through the purchase and management of its wildlands, the City of Austin is benefiting several watersheds. Of particular importance is the role these lands are playing in protecting Bull, Slaughter and Onion Creeks, all of which are listed by the State of Texas as impaired streams. Vegetation management on these properties to improve the soil's ability to retain and slowly release rainfall includes removal of invasive and exotic species, seeding native grasses to restore overgrazed areas, selective brush thinning, and suppression of oak wilt. Management also addresses wildlife impacts on riparian areas, protecting caves and springs that convey and discharge water to and from underground channels, restricting access to sensitive areas, and maintaining protective fencing.

As neighboring properties are developed, the wildlands are experiencing greater unauthorized access that is interfering with land management activities. Illegal activities such as trail creation and vandalism result in erosion that is difficult to control and a loss of woodlands that are difficult to replace. These impacts offset improvements to the properties and force City staff to shift focus from land management to property security and damage control. On the other side of the fence, conversion of woodlands and grasslands into lawns, road networks, and commercial spaces is increasing non-point source pollution in these already impaired watersheds. Thirsty developments may also be tapping into underground water sources, lowering water tables and impacting stream flow. Misapplication of pesticides and fertilizers, installation of non-native and invasive plants, and dumping of garbage and other substances are on going problems.

Project Goals/Objectives:

The Department of Ecosystem Science and Management, Texas A&M University by and through Texas AgriLife Research, proposes to conduct a two-year project to assist the City of Austin in creating a targeted educational campaign addressing the importance of wildlands for maintaining water quality in the three impaired watersheds. The objectives of the project include:

- 1) Conduct a survey to illuminate the attitudes and knowledge of residents about the City of Austin's wildlands and about the link between land conservation and water quality protection;
- 2) Provide information for the City of Austin to guide the development and implementation of a campaign to inform urban dwellers about the benefit of wildlands and how they are being managed;
- 3) Create advocates among survey participants for the wildland properties and land management activities to protect water quality;
- 4) Identify potential volunteers among survey participants to assist with land management and stewardship activities.

General Project Description:

The three watersheds being targeted are listed on the 2002 Water Quality Inventory and 303(d) list. Bull Creek in northwest Travis County flows through a mix of urban and suburban areas and wildland dedicated to the Balcones Canyonlands Preserve (BCP), one of the programs within the WCD. Located in southwest Austin, Slaughter Creek flows through land managed by the Water Quality Protection Land Program (WQPL), the other program within the WCD. Onion Creek, located in the rapidly developing Hays County, is the most southern creek flowing through working ranches, rural ranchettes, dense subdivisions, and through WQPL property.

The project will consist of a survey of attitudes and knowledge of neighboring landowners about the wildlands and water quality on the rural-urban interface.

The project will be conducted using the following steps:

1. Conduct three focus group meetings to obtain insight into the development of a survey questionnaire.
2. Develop a survey questionnaire. Questions will address demographic data, length of time in residence in Austin and in the household, knowledge of hydrology, land management practices, pollution prevention, and mechanisms through which respondents obtain community and environmental information.
3. Select a random survey sample of approximately 1,000 landowners from the mailing list used by the WCD to advise neighboring landowners about application of prescribed fires on the City's wildlands. This sample represents approximately 10% of landowners with half a mile of the wildlands in the three watersheds.
4. Send the survey to all landowners in the survey sample. The survey will be administered using Dillman's (2000) multi-phase mailing approach. The expected response rate is 40-50% which will represent a useable sample size of 400-500 landowners.
5. Conduct an abbreviated telephone survey with 50-60 (10%) randomly selected non-respondents to test for non-response bias.
6. Conduct data analyses to obtain overall response patterns and to test for differences in response patterns between the three watersheds and with respect to distance of property from the City of Austin's Wildlands.

While this project is geographically focused on the interface between the City of Austin wildlands and development to accommodate the region's burgeoning population, the issues, needs, and potential for environmental loss are being echoed in numerous communities across Texas and the nation. Experts repeatedly state that education is the key to creating a better understanding of the need for land conservation for water quality protection, especially on the rural-urban interface. Yet many educational campaigns are based on incomplete knowledge about the attitudes of target populations. With this survey, the City of Austin will be provided with scientifically rigorous information about the attitudes and knowledge of landowners in the vicinity of the City of Austin's Wildland areas regarding the role of wildland held in public trust and on privately-owned property plays in maintaining healthy watersheds. In addition, this project can provide new insight into the perception residents have about wildlands and their relationship to it. This will facilitate the development and delivery of a broad-based educational campaign. It can also serve as a model for other communities facing decisions about how to approach their own rural-urban interface issues.

Proposed Budget:

	2008-2009	2009-2010	TOTAL
SALARIES, WAGES AND BENEFITS			
Project Supervisor			
Urs Kreuter - 1 month summer salary	\$8,223	\$0	\$8,223
Research Assistant			
MS student stipend @ \$1500 per month	\$18,000	\$18,000	\$36,000
Tuition/fee support (24 cr. hours/year x \$325/cr hr)	\$7,800	\$7,800	\$15,600
Fringe Benefits			
Urs Kreuter	\$1,326	\$0	\$1,326
MS student	\$3,813	\$3,813	\$7,626
OPERATING COSTS			
Travel Costs			
Instate travel to conduct focus group meetings	\$1,000		\$1,000
Mail Survey Costs			
Questionnaire development, printing and mailing (1000 at \$7.50 each)	\$7,500		\$7,500
Data entry service (500 @ \$2.00 each)	\$1,000		\$1,000
TOTAL DIRECT COSTS	\$48,662	\$29,613	\$78,275
Indirect cost 15%	\$7,299	\$4,442	\$11,741
TOTAL PROJECT COSTS	\$55,961	\$34,055	\$90,016