

**INTERLOCAL AGREEMENT BETWEEN  
THE LADY BIRD JOHNSON WILDFLOWER CENTER  
and  
THE CITY OF AUSTIN  
FOR SERVICES RELATED TO DEVELOPMENT OF  
INVASIVE PLANT SPECIES MANAGEMENT PLAN**

This Interlocal Agreement ("Agreement") is made by and between The Lady Bird Johnson Wildflower Center, an organized research unit within the University of Texas at Austin ("the University"), 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**, the University 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**, Developing and advancing new and innovative ways to protect the environment, including control of invasive plant species, is a matter of interest to both the University and the City; and

**WHEREAS**, the City and the University both wish to conduct the research and planning necessary for development of an invasive plant species management plan,

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

**I. OBLIGATIONS OF THE UNIVERSITY**

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

Steve Windhager, Ph.D.  
Director of Landscape Restoration  
4801 La Crosse Avenue  
Austin, TX 78736  
(512) 232-0101  
steve@wildflower.org

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

- A. In exchange for the services described in **EXHIBIT A.**, the City agrees to pay the University an amount not to exceed \$100,000, to be paid in accordance with the schedule in **EXHIBIT A.**
- B. The City shall appoint one staff person to act as the SPOC with the University. The City SPOC contact information is:

City of Austin  
Parks and Recreation Department  
Attn: Alice Nance  
Austin Nature and Science Center  
301 Nature Center Drive  
Austin, Texas 78746  
[alice.nance@ci.austin.tx.us](mailto:alice.nance@ci.austin.tx.us)  
512-327-8181 extension 29

## **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 or renewed under this Section. This Agreement may be renewed for one additional 12-month period, subject to the approval of the University 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. The University shall submit to the City statements in a form acceptable to the City, on a quarterly basis. The statements shall include a description of work performed. The invoices shall be sent to:

City of Austin  
Parks and Recreation Department  
Attn: Alice Nance  
Austin Nature and Science Center  
301 Nature Center Drive  
Austin, Texas 78746

Remittance will be made in accordance with the payment schedule in **EXHIBIT A**, will be made payable to Lady Bird Johnson Wildflower Center, and will be sent to:

Accounting  
Lady Bird Johnson Wildflower Center  
4801 La Crosse Ave.  
Austin, TX 78739

- 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 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. 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 the University and the City Manager of the City of Austin or designee.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the City and the University. 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  
Parks and Recreation Department  
Attn: Alice Nance  
Austin Nature and Science Center  
301 Nature Center Drive  
Austin, Texas 78746

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

Steve Windhager, Ph.D.  
Director of Landscape Restoration  
4801 La Crosse Avenue  
Austin, TX 78736

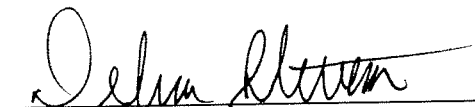
**WHEREFORE**, premises considered, this Interlocal Agreement is executed to be effective the date of the last party to sign.

**CITY OF AUSTIN**

By:   
Bert Lumbreras  
Assistant City Manager

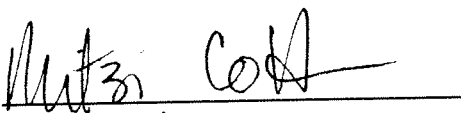
Date: 8/19/10

**THE UNIVERSITY OF TEXAS AT AUSTIN**  
**The Lady Bird Johnson Wildflower Center**

By:   
Debra Y. Stevens  
Business Contracts Administrator

Date: 8-27-10

**APPROVED AS TO FORM:**

By:   
City of Austin  
Law Department

**EXHIBIT A**

**TO INTERLOCAL AGREEMENT BETWEEN  
THE LADY BIRD JOHNSON WILDFLOWER CENTER  
and  
THE CITY OF AUSTIN  
FOR SERVICES RELATED TO DEVELOPMENT OF  
INVASIVE PLANT SPECIES MANAGEMENT PLAN**

**GOALS**

The Lady Bird Johnson Wildflower Center (“LBJWC”) will work with the City of Austin (“City”) and interested stakeholders to develop a comprehensive Invasive Species Management Plan (the “Plan”) for city managed property. LBJWC will facilitate interdepartmental cooperation and will provide expertise in local invasive species, invasive species management, master planning and facilitation of public stakeholder processes.

**TASKS**

*1. Identification and contact of stakeholder groups*

Estimated cost \$6,500

LBJWC, in coordination with City staff, will identify and contact key stakeholders. In addition to City staff, stakeholders will be drawn from groups with a professional interest in invasive species management as well as from the larger Austin community. Involving a broad stakeholder group during the planning phase helps build support for, and ownership of, the Plan and will result in a more robust final product. Additionally, this involvement will help stakeholders understand the feasibility, both in terms of time and budget, of various control efforts.

*2. Facilitation of public stakeholder process*

Estimated cost \$3,300 per meeting, 6—12 monthly meetings: total \$19,800—\$39,600

The development of the Plan requires that the following issues be addressed for the City:

- How will invasive species be defined and determined, practically, for the City of Austin?
- What are the geographic areas of invasive infestation and concern?
- What resources are available to the City, and what constraints will limit the effectiveness of the plan?
- What constitutes an acceptable level of control?
- Because funds are limited, control efforts must be prioritized based on the potential harm the invasive species can cause, the monetary and ecological costs of control methods, and the potential for successful control?
- What are appropriate control methodologies by species and location?
- How can efforts be coordinated among city departments and in the public sector?
- How and where can volunteers be utilized in efforts?
- What are appropriate methods for minimizing the sale and recurring introduction of invasive species to the Austin area by way of the nursery trade?

The LBJWC will facilitate a series of meetings both within City departments and with the larger community to answer these questions. Initial meetings will include determination and definition of invasive plant species for the purposes of this plan, review of existing invasive plant management projects, assess current procedures and Best Management Practices (BMPs) and define project goals and identify resources and constraints while later meetings/working groups will address more specific questions.

### *3. Development of the Invasive Species Management Plan*

Estimated cost \$41,500

The LBJWC will work with the City to develop the Plan based on the results of the stakeholder process and the experience of LBJWC with invasive species management. The plan will include development of recommended methodology for establishment of baseline plots and consistent adaptive management for all properties in all departments. In areas where there is already documented data on invasive species, data will be reviewed to help determine priority areas for treatment, and if possible, analysis to establish baseline conditions and, depending on the length of the data past changes and trends. Up to 40 hours of site assessments for specific properties may occur as necessary to assess levels of infestation, species identification, and general assessment of ecological condition. If additional site evaluations are requested by the SPOC, the costs will be estimated and when approved, carried out under additional services as identified below.

The Plan will follow the National Invasive Species Council guidelines for invasive species management (prevention, early detection and rapid response, control and management, restoration, and organizational collaboration). The Plan will identify current threats and management strategies and will provide a decision making process so that new threats can be identified and acted on appropriately. The Plan will include, but is not limited to, the following components:

- Purpose
- Description of the population of exotic invasive species in Austin
- 3-year work plan
- 10 year goals
- Inventory and mapping priorities with identification of problem areas
- Identification of priority target species and control measures
- Monitoring protocol for early detection and rapid response component
- Education & Outreach
- Volunteer Involvement
- Funding Sources & Partnership Opportunities
- Budget & Phased Implementation Costs

### **FEES**

This range of lump sum fees represents the total cost for the effort required to complete the services listed above. Included are estimates assuming 6 and 12 stakeholder meetings to provide an idea of the range of costs involved. This fee includes all labor, direct costs, indirect and administrative costs, reimbursable, travel expenses, and equipment required to successfully complete the project as outlined above.

<b>Task 1:</b> Identification/contact of stakeholders & submittal of timeline	\$6,500	\$6,500
<b>Task 2:</b> Facilitation of initial stakeholder meetings	\$9,900 (3 mtgs)	\$9,900 (3 mtgs)
<b>Task 3:</b> Submittal of draft Plan	\$27,666	\$27,666
<b>Task 4:</b> Completion of stakeholder meetings & board/commission review	\$9,900 (3 mtgs)	\$29,700 (9 mtgs)
<b>Task 5:</b> Complete Plan revisions & edits for final Plan approval	\$13,834	\$13,834
<b>TOTAL</b>	<b>\$67,800</b>	<b>\$87,600</b>

#### Additional Services

Services requested by the City of Austin not included in the above project scope may be requested as needed. For additional services, compensation will be billed according to the below listed hourly rates, **but in no event may the total project cost exceed \$100,000.**

Director/Ecologist/Botanist	\$200/hour
Project Manager	\$100/hour
Professional Staff	\$60/hour
General Staff	\$40/hour
Mileage	\$0.50/mile

#### **PAYMENT SCHEDULE**

Payment will be made based upon services rendered in accordance with this schedule:

- Payment #1** Upon identification and contact of stakeholders and submittal to the City of the project timeline.
- Payment #2** Upon completion of at least (3) stakeholder meetings.
- Payment #3** Upon submittal to the City of the draft Plan.
- Payment #4** Upon completion of all stakeholder meetings and board/commission review.
- Payment #5** Upon receipt of the final Plan, approved by the City.