

INTERLOCAL COOPERATION AGREEMENT MODIFICATION

For

Removal of Non-Native Plants, Texas Wild Rice Enhancement

And Management of Key Recreation Areas

Contract Number: 217-077, Modification 1

STATE OF TEXAS

COUNTY OF HAYS

THIS INTERLOCAL MODIFICATION is made by and between the State of Texas acting by and through the City of San Marcos ("City") and Texas State University ("University") and shall become effective when fully executed by both parties.

BACKGROUND

The City and University executed Contract 217-077 on December 29, 2016.

The project under this Interlocal Agreement concerns the implementation of the Edwards Aquifer Habitat Conservation Plan to include removal of non-native plants, Texas wild rice enhancement, removal of floating plants, and management of key recreation areas. Action of this Modification is to assist the City's implementation of **four** Edwards Aquifer Habitat Conservation Plan (EAHCP) objectives 1) removal of non-native plants, 2) Texas wild rice enhancement, 3) removal of floating plants and 4) management of key recreation areas. This project will continue to be funded by the Edwards Aquifer Authority through the City of San Marcos.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Cooperation Agreement to amend the contract as follows:

MODIFICATIONS

SECTION I. SCOPE OF SERVICES

Section 1 A. University Agreements:

1) a) Delete "IH-35" and add "Stokes Park" - EAHCP Phase 2 (2020-2027) extends these Four objectives past I H-35 to Stokes Park

1) b) Delete entirely - EAHCP partnership with USFWS San Marcos Aquatic Resource Center for growing Texas wild rice plants (TWR) is no longer needed because TWR coverage goals are almost achieved.

5) Deliverables - Delete "analysis of monitoring data on effectiveness of planting and/or gardening on success of TWR and native plant aerial coverage" and change to "observation of effectiveness of non-native plant removal and native planting efforts".

SECTION 3 COMPENSATION – Objective amounts for years 2020 thru 2027:

Objective #1 - Non-Native Plant Removal \$170,000 per year

Objective #2 - TWR Planting \$10,000 per year

Objective #3 - Removal of Floating Plants \$30,000 per year

Note: New objective added to enhance the efficiency of submerged non-native aquatic plant removal. Contractor will remove mats of floating plants in their work area.

Objective #4 - Management of Recreation \$56,000 per year

Revised annual amount per additional year is \$266,000 and cumulative of this Modification is \$2,128,000.00

Total amount not to exceed for this Interlocal Cooperation Contract is \$2,830,316.56 as described below:

**Interlocal Agreement
#217-077 Modification 1**

COMPENSATION

		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Objective #1	Non-Native Plant Removal	\$ 68,106	\$ 68,106	\$ 68,106	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Objective #2	TWR Planting	\$ 100,000	\$ 100,000	\$ 100,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Objective #3	Removal of Floating Vegetation Mats			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Objective #4	Managing Key Recreation Measure	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000
	Annual Amount	\$ 224,106	\$ 224,106	\$ 254,106	\$ 266,000	\$ 266,000	\$ 266,000	\$ 266,000	\$ 266,000	\$ 266,000	\$ 266,000	\$ 266,000
Total Amount Not To Exceed		\$ 2,830,317										

NOTE: See Section H of ILA for annual funding.

The following Terms and Conditions are added to this agreement.

K. Nonpayment Constitutes Material Breach: City's failure to fully comply with the payment terms set forth herein constitutes a material breach by City and University may terminate this agreement by giving City at least ten (10) days' prior notice, except that any such notice will not result in termination if the breaching party cures the breach before the ten-day period elapses.

In the event of breach by City, University shall retain sole and exclusive ownership of all work (including Intellectual Property) performed by University pursuant to this agreement.

L. Export Control: The Parties agree to comply with U.S. export control regulations. If a Party desires to disclose to another Party hereto, whether directly or indirectly, any information, technology or data that is identified on any U.S. export control list, including the Commerce Control List of 15 C.F.R. Part 774 and the U.S. Munitions List of 22 C.F.R. 121, the Disclosing Party will advise the Receiving Party at the time of

disclosure and the Receiving Party will advise the Disclosing Party if it desires to take receipt of the export-controlled materials. No information subject to export controls may be provided to another party hereto without the written consent of the Receiving Party's Notice Contact.

M. Indemnification: To the extent allowed by law each party agrees to be solely responsible for the wrongful acts of its own employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity.

N. Disputes: The parties will use the dispute resolution process provided for in Chapter 2009 of the Texas Government Code to attempt to resolve any claim that either Party makes for breach of this agreement.

O. Nondiscrimination: In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

All other terms and conditions of the above numbered Interlocal Cooperation Agreement not hereby modified remain in full force and effect.

City of San Marcos

Texas State University

By: _____

By: _____

Eric Algoe

Vice President, Finance and Support Services

Date: _____

Date: _____