

**AN ORDINANCE 2017-01-19-0026**

**AUTHORIZING AN INTERLOCAL AGREEMENT  
WITH TEXAS A&M FOREST SERVICE AND  
PAYMENT OF UP TO \$150,000.00 TO INITIATE AN  
URBAN FOREST INVENTORY AND ANALYSIS  
STUDY FUNDED FROM THE 2017 TREE CANOPY  
PRESERVATION & MITIGATION FUND ADOPTED  
BUDGET.**

\* \* \* \* \*

**WHEREAS**, the Forest Inventory and Analysis (FIA) program, promoted by the Department of Agriculture, is a comprehensive, field based tree and forest inventory that is the nation's census for trees; and

**WHEREAS**, since 1930, FIA has collected, analyzed, and reported information on the status, health, and trends of America's forests; and

**WHEREAS**, nationally, several cities are participating in this program including Austin, Houston, Baltimore, Chicago, San Diego, and others; and

**WHEREAS**, locally, the Texas A & M Forest Service (TFS) has been successfully involved in this cooperative program with the U.S. Forest Service (USFS) for decades; and

**WHEREAS**, in Texas, TFS collects field measurements while the USFS compiles and helps with analysis; and

**WHEREAS**, TFS foresters who perform field work for Urban FIA are trained and certified by the USFS and quality control and assurance standards are in place to ensure data quality; and

**WHEREAS**, previous analysis of San Antonio's tree canopy conducted in 2002, 2003, and 2008 utilized technology that only provided aerial imagery; and

**WHEREAS**, one of the distinct differences in Urban FIA is the methodology used by the TFS; and

**WHEREAS**, Urban FIA is field work intensive where actual sampling and measurement of trees occurs; thereby, providing a comprehensive, strategic-level, continuous inventory system of the urban forest; and

**WHEREAS**, this analysis and field work will produce detailed information on the tree canopy to include the variety of actual tree species, tree size and distribution, crown condition, tree damage, ownership, carbon storage, potential risk of insects/diseases, and ecosystem benefits such as tree impact on storm runoff and air pollution removal; and

**WHEREAS**, the methodology associated with Urban FIA is able to quantify and assign values to these benefits and services that urban trees provide; and

**WHEREAS**, after the initial inventory is complete, 10% of plots will be sampled each subsequent year; and

**WHEREAS**, this allows for a continuous inventory that is updated annually, along with measuring change over time; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee or the Directors of the Developmental Services Department and the Parks and Recreation Department or their designee is authorized to execute an Interlocal Agreement with Texas A & M Forest Service and payment of up to \$150,000.00 to initiate an Urban Forest Inventory and Analysis Study funded from the 2017 Tree Canopy Preservation & Mitigation Fund Adopted Budget. A copy of the interlocal agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

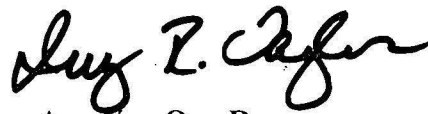
**SECTION 2.** Funding in the amount up to \$150,000.00 for this ordinance is available in Fund 29619000, Cost Center 2616010001 and General Ledger 5201040.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Texas A & M Forest Service, and should be encumbered with a purchase order. All expenditures will comply with the approved operating budget for current and future fiscal years.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED** this 19th day of January, 2017.

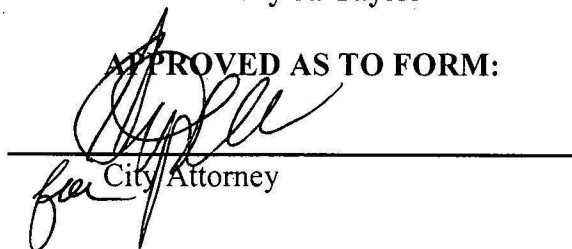


M A Y O R  
Ivy R. Taylor

ATTEST:

  
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

<b>Agenda Item:</b>	19						
<b>Date:</b>	01/19/2017						
<b>Time:</b>	03:31:18 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an Interlocal Agreement with Texas A&M Forest Service and payment of up to \$150,000.00 to initiate an Urban Forest Inventory and Analysis study funded from the 2017 Tree Canopy Preservation & Mitigation Fund Adopted Budget. [Erik Walsh, Deputy City Manager; Roderick J. Sanchez, Director, Development Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

**INTERLOCAL COOPERATION CONTRACT**

THE STATE OF TEXAS  
COUNTY OF BRAZOS

This Interlocal Cooperation Contract (Contract), in compliance with the provisions of "The Interlocal Cooperation Act," Texas Government Code, Chapter 791, is entered into by and between the City of San Antonio, a Texas municipal corporation, acting by and through its City Manager or her designee, pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2017, and Texas A&M Forest Service, a Texas governmental agency, and all of which may also be referred to herein individually as a "party" or collectively as the "parties".

**I. CONTRACTING PARTIES:**

**Performing Party:** Texas A&M Forest Service (TFS)

**Receiving Party:** City of San Antonio (CITY)

**II. PURPOSE AND STATEMENT OF SERVICES TO BE PERFORMED:**

TFS will collect data from Urban Forest Inventory and Analysis (UFIA) plots located within the CITY's geographical boundary (City Limits) and within the CITY's Extraterritorial Jurisdiction (ETJ) zone.

- Data will be collected following procedures set by the USDA Forest Service's "Field Data Collection Procedures for Urban FIA Plots" manual.
- TFS crews will install 100+ plots within the city limits and 100+ plots within the ETJ.
- Collected data will be transmitted to USDA Forest Service Southern Research Station for analysis to be conducted.
- TFS will provide USFS's analysis to CITY once it is available.

**Timeline:**

- Plot locations will be determined by USDA Forest Service Southern Research Station and provided to TFS.
- TFS FIA Program Coordinator will produce materials utilized by field crews for data collection and provide training and materials to field crews prior to April 30, 2017.
- Data collection will begin in following training and be completed by October 31, 2017.

**III. CONTRACT AMOUNT AND BASIS FOR CALCULATING REIMBURSABLE COSTS:**

The total amount of this Contract shall not exceed One Hundred Fifty Thousand dollars (\$150,000) and, in accordance with Section IV of this Contract, CITY will pay TFS for conducting the services outlined in Section II.

**IV. PAYMENT FOR SERVICES:**

CITY shall pay for services received from the TFS within 30 days of receiving TFS's invoice. Payments for services performed shall be billed upon completion of data collection services, which is estimated to be October 31, 2017.

## V. TERM OF CONTRACT:

This Contract will commence upon the execution date by City and shall terminate on September 30, 2018 or upon completion and delivery of the USFS analysis to CITY, whichever occurs first. The term of this contract or timeline for deliverables may be extended administratively upon written request by either party without further City Council consideration.

## VI. AUDIT

Each party reserves the right to conduct, or cause to be conducted an audit of all funds received or disbursed under this Contract at any and all times deemed necessary by that party. Each party's staff, a Certified Public Accounting firm, or other auditors as designated by that party, may perform such audit(s). Each party reserves the right to determine the scope of every audit. Each party agrees to make available to the other parties all books, records, documents and reports with respect to matters covered by this Contract.

## VII. THIRD PARTY CLAIMS

TFS and CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

## VIII. INSURANCE

CITY agrees to waive the standard insurance requirements contained in Interlocal Contracts in consideration of the following:

- A. TFS acknowledges that all services provided are performed at TFS's sole risk.
- B. TFS acknowledges that the work to be performed under the terms of this Contract entails unknown and unanticipated risks that could result in physical or emotional injury, damage to TFS, TFS's property, to the CITY and to third parties.
- C. TFS acknowledges that TFS has adequate insurance to cover exposure as outlined in the Texas Tort Claims Act for injury or damage caused or suffered while performing under this Contract, or TFS will bear the costs of such injury or damage.
- D. TFS acknowledges that it carries liability insurance for all vehicles to be used in the performance under this Contract and will maintain such liability insurance throughout the term of this Contract.

## IX. ASSIGNMENT

No party may assign or transfer its interest in this Contract or any portion thereof without the written consent of the governing bodies of each of the parties. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third party or person.

## X. CONTRACT TERMINATIONS:

Either party may terminate this Contract any time upon thirty (30) days written notice to the other party to the termination of service. In the event of early termination, the CITY shall only

be liable for prorated payment of services performed to termination.

**XI. CONTRACT AMENDMENTS:**

This Contract may be amended by written application from one party to the other and written concurrence by the responding party, along with the approval of the appropriate governing body, when necessary.

**XII. CONTRACT CONTACTS:**

Texas A&M Forest Service  
Attn: Chris Brown  
200 Technology Way, Suite 1281  
College Station, Texas 77845  
Cell: 936-546-8540

City of San Antonio  
Parks and Recreation  
Attn: Grant Ellis, Natural Resources Mgr.  
PO Box 839966  
San Antonio, Texas 78283-3966  
Phone: 210-207-8480

**XIII. AUTHORIZATION:**

TFS and the CITY represent that each is independently authorized to perform the functions contemplated by this Contract;

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of Government, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

The Texas A&M Forest Service further certifies that it has the authority to enter into this Contract by authority granted in: Texas Education Code, Chapter 88.120.

The City of San Antonio further certifies that it has authority to enter into this Contract by authority granted in: Texas Government Code Title 7, Chapter 791, Subchapter B, Section 791.011.

The undersigned parties bind themselves to the faithful performance of this Contract.

**City of San Antonio**

**Texas A&M Forest Service**

By: \_\_\_\_\_ Date \_\_\_\_\_

By: Robby DeWitt Date 01/11/17

Name: Xavier D. Urrutia  
Title: Director  
Parks & Recreation Department

Name: Robby DeWitt  
Title: Associate Director for  
Finance and Administration  
Tax I.D. No. 74-6014065