

# ORIGINAL

STATE OF TEXAS

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INTERLOCAL AGREEMENT BETWEEN  
CITY OF SAN ANTONIO, TEXAS  
BEXAR COUNTY, TEXAS  
SAN ANTONIO RIVER AUTHORITY

COUNTY OF BEXAR

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This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, and SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS, the original Interlocal Agreement establishing the Regional Flood Control, Drainage and Storm Water Management Program was executed on May 22, 2003, and was subsequently amended to include suburban cities and orthophotography, ultimate hydrologic modeling and mapping, and digital terrain mapping outside of the riparian corridor to produce two foot contours county-wide; and

WHEREAS, the program has become known as the Bexar Regional Watershed Management Program and has achieved significant participation, recognition and accomplishments toward institutionalizing a regional, collaborative approach toward addressing flooding issues in Bexar County; and

WHEREAS, it is the desire of the primary parties, the City of San Antonio, the San Antonio River Authority, and Bexar County, to codify previous amendments and to formalize the established practices of the Bexar Regional Watershed Management program.

NOW, THEREFORE, the PARTIES have mutually agreed to enter into this Interlocal Agreement for the Bexar Regional Watershed Management program, contained and described herein.

## ARTICLE I

### DEFINITIONS

"AGREEMENT" means this agreement.

"BRWM" means Bexar Regional Watershed Management.

"COE" means the United States Army Corps of Engineers.

“Committee of Seven” means that committee described in Article VI consisting of two members of the COSA City Council, two members of the COUNTY Commissioners Court, two Bexar County members of the SARA Board of Directors, and an elected official from a suburban city in Bexar County as selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

“COSA” means the City of San Antonio, Texas.

“COUNTY” means Bexar County, Texas.

“FEMA” means the Federal Emergency Management Agency.

“Local Project” means all projects that are not Regional Projects.

“Management Committee” means that committee described in Article VI consisting of the COSA Director of Public Works, the COUNTY Executive Director of Infrastructure Services, the SARA General Manager and an additional member may be appointed by the participating suburban cities.

“Military Bases” means all real property held by the United States Department of Defense located in the Service Area as defined in Article V.

“MS4” means Municipal Separate Storm Sewer System.

“NPDES” means the National Pollution Discharge Elimination System established by the federal Environmental Protection Agency.

“NRCS” means the Natural Resource Conservation Service.

“PARTIES” and/or “PARTY” mean the parties to this AGREEMENT, namely COSA, COUNTY and SARA.

“Regional Project” means all projects with a drainage area greater than 960 acres.

“SARA” means the San Antonio River Authority.

“STATE” means the State of Texas.

“Storm Water Utility” means the entity established by COSA Ordinance No. 86711 Storm Water Drainage Utility.

“Suburban Cities” means those municipalities located in Bexar County, Texas, other than COSA.

“TCEQ” means the Texas Commission on Environmental Quality, formerly known as the Texas Natural Resource Conservation Commission.

“TPDES” means the Texas Pollution Discharge Elimination System as delegated to the State by the federal Environmental Protection Agency.

“Watershed Committee” means the Countywide Citizens Watershed Master Plan Committee originally appointed by COSA Resolution No. 99-46-51 on December 9, 1999 and COUNTY Joint Resolution on December 7, 1999 with subsequent modification to the committee membership and extension of the term of the original committee term by COSA and COUNTY with respective actions in November 2001.

“WIAC” means the Watershed Improvement Advisory Committee described in Article VI.

**ARTICLE II**

**BACKGROUND**

COUNTY, COSA and SARA have historically funded and delivered watershed management services to the citizens of Bexar County. The implementation of such management services has been accomplished through various inter-local agreements between governmental entities and by contracts with private sector service providers.

The Watershed Committee was formed to work with and advise COSA, COUNTY and other entities in the development of a comprehensive flood and drainage master plan to serve as the basis for prioritization of future public investment in drainage improvements and flood mitigation projects. The Watershed Committee was instrumental in defining the need for a regional system for flood control, drainage, storm water management, operations and capital project implementation. This effort has served as a catalyst for the PARTIES to address these needs in a coordinated regional program. The PARTIES believe that a coordinated, regional approach to flood control, drainage and storm water management projects and services will more effectively address associated public safety and resource management issues.

**ARTICLE III**

**PURPOSE**

This AGREEMENT will continue a consistent, unified and equitable flood control, drainage and storm water program known as the Bexar Regional Watershed Management program (“The BRWM program”) for the citizens of Bexar County that will improve the quality of life, protect life and property, and provide safe transportation during heavy rain and flood events. The BRWM program addresses both water quality and water quantity issues.

This AGREEMENT establishes and promotes cooperative and collaborative management and operation of the BRWM program. This AGREEMENT promotes coordinated program funding and improves the management of public funding sources and ensures coordination of governmental resources and functions dedicated to the BRWM program. This AGREEMENT

ensures cooperation and coordination to present a unified approach for federal and state funding requests. This AGREEMENT promotes the highest quality economic development of COSA and COUNTY and do so in an open cooperative manner between the PARTIES, to include all jurisdictions in Bexar County. This AGREEMENT creates standardized system guidelines, creates a regional capital improvement program based upon the dynamics of watershed hydraulics and hydrology, and encourages public participation to ensure that the BRWM program meets the needs of the Bexar County community.

**ARTICLE IV**

**SERVICES AND RESPONSIBILITIES**

The PARTIES agree to collaborate and coordinate their activities while recognizing that each PARTY has specific constituencies, regulatory functions and policy requirements. Each PARTY will utilize the legal authorities and capabilities available to it for the benefit of the BRWM program. The PARTIES agree to the assignment of duties and responsibilities, as described herein, so as to improve efficiency, effectiveness and productivity of managerial, capital, and operational activities to enhance the services provided to the Bexar County community. The PARTIES further agree to maintain open communications between themselves such that operation and management of activities are visible to all PARTIES.

The services of the PARTIES are summarized as follows:

**COSA**

COSA will participate in the regional study and planning effort developed by SARA. The regional plans provided by SARA will require input from COSA and final plans will be submitted, reviewed and utilized by COSA. COSA will continue to implement its infrastructure capital improvements program by managing all planning, design and construction activities. COSA will also operate and maintain all storm water infrastructure within its jurisdiction as it currently exists and as it is expanded in the future and will make these services available to other jurisdictions. COSA's floodplain administrator will retain the final decision authority on issues dealing with development and redevelopment within COSA's jurisdiction as it is today and may be expanded in the future. COSA will continue to be the primary FEMA coordinator on floodplain issues within COSA's jurisdiction. COSA will continue to respond to flooding issues within its jurisdiction and will coordinate the flood recovery efforts. As permit holder of the NPDES/TPDES Phase I permit, COSA will ensure permit compliance and make available permit related services to other jurisdictions within the service area. In order to provide a central location for non-emergency requests regarding flood control, drainage or storm water management, COSA has created a 311 Customer Service Call Center. Calls made to 311 by COSA citizens will be directed to the appropriate COSA department. When the 311 Customer Service Call Center receives a call from a non-COSA citizen, an electronic message will be created and sent to COUNTY and/or SARA respectively. COSA recognizes that each PARTY has specific constituencies, regulatory and policy-making authorities. COSA commits to a collaborative and cooperative approach to meet the needs of the service area. COSA will collaborate and coordinate with COUNTY and SARA.

The PARTIES also expressly recognize the ability of COSA to issue debt payable from its ad valorem taxes or storm water drainage fees for any lawful purpose.

**COUNTY**

COUNTY will participate in the regional study and planning effort developed by SARA. The regional plans provided by SARA will require input from COUNTY and final plans will be submitted, reviewed and utilized by COUNTY. COUNTY will continue to implement its infrastructure capital improvements program by managing all planning, design and construction activities. COUNTY will operate and maintain all storm water infrastructure within its jurisdiction as it currently exists and as it is expanded in the future and will make these services available to other jurisdictions. COUNTY's floodplain administrator will retain the final decision authority on issues dealing with development and redevelopment within COUNTY's jurisdiction as it is today and may be expanded in the future. COUNTY will continue to be the primary FEMA coordinator on floodplain issues within COUNTY's jurisdiction. COUNTY will continue to respond to flooding issues within its jurisdiction and will coordinate the flood recovery efforts. COUNTY is responsible for developing and implementing the program for a NPDES/TPDES Phase II permit. Once established COUNTY will ensure permit compliance and make available permit related services to other jurisdictions within the service area. This effort may be implemented solely by COUNTY or by establishing contractual relationships with other entities.

The PARTIES recognize that COUNTY and SARA have maintained a contractual relationship to provide for specific flood control and soil conservation programs commencing with the execution of the Contract between Bexar County, Texas and San Antonio River Authority dated September 12, 1955, as amended in 1967, 1976, 1979 and 1990. The most recent amendment to the Contract, being the 1999 Amendatory Contract, sets forth the entire contractual relationship that exists between COUNTY and SARA since the inception of the 1955 Contract. The PARTIES to this AGREEMENT do not intend to modify, limit, restrict, or increase the obligations, responsibilities, or duties of either COUNTY or SARA under the 1999 Amendatory Contract, as amended, through this AGREEMENT. Any conflicts between the obligations and duties of COUNTY and SARA established in the 1999 Amendatory Contract and this AGREEMENT shall be resolved by giving precedence to the provisions of the 1999 Amendatory Contract. COUNTY recognizes that each PARTY has specific constituencies, regulatory and policy-making authorities. COUNTY commits to a collaborative and cooperative approach to meet the needs of the service area. COUNTY will collaborate and coordinate with COSA and SARA.

The PARTIES also expressly recognize the ability of the COUNTY to issue debt payable from its ad valorem taxes or flood control taxes for any lawful purpose.

**SARA**

SARA serves as the regional planning entity responsible for the development and maintenance of all planning, engineering, capital improvement and financial planning models, services and functions necessary to support the BRWM program.

SARA will create and maintain the Watershed Master Plan, as described in Article VII, to guide the implementation of the BRWM program. SARA will create water quantity and water quality models, as described in Article VII, to develop a schedule of potential Capital Improvements as described in Article VII. SARA will remain local sponsor with the COE and NRCS for current responsibilities on the San Antonio Channel Improvement Project, the existing NRCS dam structures and the Guadalupe/San Antonio River Basin Study.

SARA will provide services and equipment to inventory and network existing and future databases and link information for use by all participating entities. SARA will serve as contracting agent and project manager for Regional Projects with multiple funding sources, if requested by COUNTY and/or COSA.

SARA will develop holistic watershed plans in partnership with COSA, the COUNTY, and the Suburban Cities, to analyze and recommend solutions to issues of flooding, water quality, recreation, habitat protection, creek restoration, and land use collectively as a system. SARA will develop an inventory of the ecological conditions and health of creeks and river in Bexar County and propose creek restoration needs and priorities. This will also be done in partnership with COSA, the County and the Suburban Cities.

The PARTIES recognize that COUNTY and SARA have maintained a contractual relationship to provide for specific flood control and soil conservation programs commencing with the execution of the Contract between Bexar County, Texas and San Antonio River Authority dated September 12, 1955, as amended in 1967, 1976, 1979 and 1990. The most recent amendment to the Contract, being the 1999 Amendatory Contract, sets forth the entire contractual relationship that exists between COUNTY and SARA since the inception of the 1955 Contract. The PARTIES to this AGREEMENT do not intend to modify the obligations or duties of either COUNTY or SARA under the 1999 Amendatory Contract through this AGREEMENT. Any conflicts between the obligations and duties of COUNTY and SARA established in the 1999 Amendatory Contract and this AGREEMENT shall be resolved by giving precedence to the provisions of the 1999 Amendatory Contract. SARA commits to a collaborative and cooperative approach to meet the needs of the service area. SARA will collaborate and coordinate with COSA and COUNTY.

**PARTIES**

As part of this effort, the PARTIES will provide technical and administrative support associated with the creation of the Watershed Master Plan, a schedule of potential Capital Improvement Projects.

**MANAGEMENT GUIDANCE DOCUMENT**

The Management Committee shall prepare and maintain a Management Guidance Document that will more specifically define service responsibilities to be provided by the PARTIES according to this Article. The Management Guidance Document will become a component of, and be consistent with, the Watershed Master Plan described in Article VIII.

**ARTICLE V**

**SERVICE AREA**

The service area addressed by this AGREEMENT is the geographic limits of Bexar County and the area included in the city limits or extra-territorial jurisdiction of any municipality located in Bexar County and Military Bases. Adjacent jurisdictions and non-adjacent jurisdictions may be considered for future addition to the service area. The PARTIES recognize that some watersheds in Bexar County include areas outside of Bexar County, both upstream and downstream and, therefore, coordination and management with neighboring jurisdictions will be required.

**ARTICLE VI**

**STRUCTURE**

**GOVERNING BODIES**

The governing bodies of the PARTIES are the San Antonio City Council, the Bexar County Commissioners Court and the San Antonio River Authority Board of Directors.

The PARTIES shall retain, in person and government, control and management of their respective governmental functions, as set out under federal, state and local statutes and regulations. The governing bodies of each of the PARTIES will approve or disapprove the Watershed Master Plan and subsequent revisions. The governing bodies of the PARTIES shall be presented the schedule of potential Capital Improvement Projects, as described in Article VIII, for purposes of inclusion in the PARTIES' annual budget process.

**COMMITTEE OF SEVEN**

The Committee of Seven shall provide policy and general oversight for the BRWM program and direction to the Management Committee. Members of the Committee of Seven shall make recommendations regarding policies, plans and programs associated with the BRWM program to their respective governing bodies.

The Committee of Seven shall consist of two members of the COSA City Council, two members of the COUNTY Commissioners Court, two Bexar County members of the SARA Board of Directors, and one elected official from one of the participating SUBURBAN CITIES. The SUBURBAN CITY representative on the Committee of Seven shall be from a city that has joined the BRWM program and that is selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

Members of the Committee of Seven will serve upon designation of membership as long as the committee member is a member of the COSA City Council, COUNTY Commissioners Court or SARA Board of Directors and until the governing body of the appointing entity replaces the member. Should a Committee of Seven member's tenure in government office end, that member shall be replaced as soon as is practicable by the governing body of the respective entity that appointed the member in order that each PARTY remains equally represented and operationally viable within the Committee of Seven.

The Committee of Seven will be supported by non-voting ex-officio representation consisting of the members of the Management Committee, the WIAC chair, one representative of the participating Suburban Cities and one representative of the participating Military Bases.

The Committee of Seven shall:

- 1. Receive advice from the WIAC;
- 2. Review and develop recommendations for consideration by the Governing Boards regarding the Watershed Master Plan, annual editions of the schedule of potential Capital Improvement Projects and the performance appraisal and report card; and
- 3. Provide direction to the Management Committee on BRWM program activities.

The Committee of Seven shall meet as often as necessary to receive reports from the Management Committee. The Committee of Seven shall have a minimum of two public meetings each year. The Committee of Seven shall schedule an opportunity for citizen input at each of its meetings. To comply with the goal and purpose of this AGREEMENT, a quorum by the seven committee members and each PARTY's Management Committee representative shall be required at the Committee of Seven meetings, unless otherwise agreed to by the PARTIES. A quorum being defined as at least one elected official from COSA, SARA, and the COUNTY.

SARA shall provide administrative support for the activities of the Committee of Seven. This administrative support does not include directing the activities of the Committee of Seven. This administrative support includes sending out agendas, scheduling meetings, securing meeting rooms and locations, creating minutes for each meeting and providing logistical support for each meeting. The method of providing this administrative support will be reviewed periodically. SARA shall maintain a formal record of the Committee of Seven meetings including production of the agendas, taking of minutes, recording attendance, and recording the actions of the Committee of Seven. The record documents shall be compiled following each meeting and shall be made available at all times, upon reasonable timely request, to the PARTIES. The PARTIES shall be represented in all meetings held to plan and implement the activities of the Committee of Seven.

**MANAGEMENT COMMITTEE**

The Management Committee shall manage the planning, implementation and operation of the BRWM program. The Management Committee shall consist of one representative from each



PARTY. COSA's Director of Public Works, COUNTY's Executive Director of Infrastructure Services and SARA's General Manager, or their designees, and their respective successors, shall be the Management Committee representative for the respective PARTIES. An additional Management Committee member may be appointed by the participating SUBURBAN CITIES to represent their interests on the Management Committee.

The Management Committee shall have a minimum of one public meeting per year. The Management Committee shall schedule an opportunity for citizen input at each of these meetings. In addition to the public meetings of the Management Committee, the members of the Management Committee shall meet for work sessions as often as necessary at times and places convenient to the members of the Management Committee. Attendance by all three members of the Management Committee, or their designees, is necessary to convene a meeting of the Management Committee. Decisions of the Management Committee will be made by consensus.

COSA shall provide administrative support for the activities of the Management Committee. This administrative support does not include directing the activities of the Management Committee. This administrative support includes sending out agendas, scheduling meetings, securing meeting rooms and locations, creating minutes for each meeting and providing logistical support for each meeting. The method of providing this administrative support will be reviewed periodically. COSA shall maintain a formal record of the Management Committee meetings including production of the agendas, taking of minutes, recording attendance, and recording the actions of the Management Committee. The record documents shall be compiled following each meeting and shall be made available at all times, upon reasonable timely request, to the PARTIES.

The Management Committee shall be responsible for the following:

1. Preparing a Management Guidance Document, as referenced in Article III, to more specifically define the services to be provided by the PARTIES;
2. Coordinating activities of the PARTIES to ensure effective and efficient implementation of all of the services in the Management Guidance Document;
3. Coordinating the activities of the BRWM program that benefit or impact two or more of the PARTIES or other participating local, regional, state and federal jurisdictions including flood plain mapping, pre-flooding planning, hazard mitigation, flood warning systems, legislative initiatives, federal and state funding initiatives, public education, public participation and public information programs that support the BRWM program;
4. Assigning responsibilities related to the activities that benefit or impact two or more of the PARTIES or other participating local, regional, state and federal jurisdictions, based upon the capabilities and resources of each entity.
5. Managing the development of the Watershed Master Plan, and the schedule of potential Capital Improvement Projects and submitting same to the Committee of Seven;
6. Receiving advice and recommendations from the WIAC;

7. Developing performance standards, design standards and uniform operations and maintenance criteria to be included in the Watershed Master Plan;
8. Producing annual reports on the current status and future activities of the BRWM program and Management Committee recommendations;
9. Coordinating and assuring public participation and input; and
10. Coordinating and assuring participation of Suburban Cities and Military Bases, including the development of the interlocal agreement to be executed with the participating Suburban Cities and Military Bases, and assuring input from other jurisdictions.
11. The Management Committee is responsible for periodically reviewing and providing analysis and recommendations regarding other regional flood control governance models, (i.e. Harris County Flood Control District, Colorado River Coalition, etc.).

The Management Committee shall report to, and receive direction from, the Committee of Seven. The Management Committee shall make available all relevant documents and shall be available for discussion of any aspect of the BRWM program at the Committee of Seven meetings.

**WATERSHED IMPROVEMENT ADVISORY COMMITTEE**

The PARTIES will create a public participation group being the Watershed Improvement Advisory Committee using the San Antonio River Oversight Committee as a model for its framework and process. The WIAC will advise the PARTIES on the development of the Watershed Master Plan, the annual editions of the Five Year Capital Improvement Plan, the Annual Capital Improvement Plan, and provide oversight to the implementation of the Capital Improvement Projects. The WIAC will review and comment on the criteria developed by the Management Committee for use annually to prioritize the projects to be selected for inclusion in the schedule of potential capital improvement projects. The WIAC will review and comment on the schedule of potential capital improvement projects prior to their submission to the Committee of Seven. The WIAC will advise the PARTIES on public awareness activities and serve as community advocates for the BRWM program.

The WIAC will consist of fifteen members, who shall be residents of Bexar County, Texas. Each PARTY will appoint five members. It is the intent of the PARTIES to appoint at least three current members of the Watershed Committee to the WIAC. The PARTIES will coordinate the appointment of members to the WIAC so that all major watersheds in Bexar County, stakeholders and geographical sectors of Bexar County are represented on the WIAC. The term of each member of the WIAC will be for four years. The WIAC will meet as often as necessary, but no less than four times a year. The Committee of Seven will select a chair and co-chair. The WIAC will provide a copy of their agendas to the Management Committee prior to each meeting of the WIAC.

The Management Committee will copy the WIAC on the annual reports of the Management Committee to the Committee of Seven. The WIAC will receive the Watershed Master Plan, and

the schedule of potential Capital Improvement Projects. The WIAC will receive notice of the Committee of Seven meetings and the public Management Committee meetings. There will be an item on the agenda of each Committee of Seven meeting to receive input from the WIAC chair.

The Management Committee may call meetings of the WIAC to obtain input on matters that may arise between meetings of the WIAC. The WIAC may comment on the annual reports to the Committee of Seven regarding the status of the Watershed Master Plan prepared by the Management Committee, the schedule of potential Capital Improvement Projects.

COUNTY shall provide administrative support for the activities of the WIAC. This administrative support does not include directing the activities of the WIAC. This administrative support includes sending out agendas, scheduling meetings, securing meeting rooms and locations, creating minutes of each meeting and providing logistical support for each meeting. The method of providing this administrative support will be reviewed periodically. COUNTY shall maintain a formal record of the WIAC meetings including production of the agendas, taking of minutes, recording attendance, and recording the actions of the WIAC. The record documents shall be compiled following each meeting and shall be made available at all times, upon reasonable timely request, to the PARTIES.

**SUBURBAN CITIES**

COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITIES in the Regional Management Program. SUBURBAN CITIES supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program. The following suburban cities in Bexar County have taken action to join the BRWM Program:

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|----------------------|----------------|
| Alamo Heights        | Leon Valley    |
| Balcones Heights     | Live Oak       |
| Castle Hills         | Olmos Park     |
| China Grove          | Schertz        |
| Converse             | Selma          |
| Grey Forest          | Shavano Park   |
| Helotes              | Somerset       |
| Hill Country Village | Terrell Hills  |
| Hollywood Park       | Universal City |
| Kirby                | Windcrest      |

**COORDINATION OF REGIONAL PROJECTS**

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITIES to integrate that Regional Project with SUBURBAN CITIES programs and plans and to minimize disruption to

SUBURBAN CITIES operations. SUBURBAN CITIES shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have impact beyond their jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the potential capital improvement plan. The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITIES prior to commencement of any such Regional Project. SUBURBAN CITIES may participate in the development of the schedule of potential capital improvement projects.

**CAPITAL IMPROVEMENT PROJECTS**

SUBURBAN CITIES will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been or will be performed within its jurisdiction. SUBURBAN CITIES will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITIES so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

**FINANCIAL PARTICIPATION**

SUBURBAN CITIES will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITIES.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITIES to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITIES agree to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITIES. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within SUBURBAN CITIES, and other related costs agreed to by the PARTIES.

SUBURBAN CITIES will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within jurisdictional boundaries of the SUBURBAN CITIES.

**GRANT OPPORTUNITIES**

The Management Committee will work with SUBURBAN CITIES to seek out grant opportunities to support SUBURBAN CITIES component of the Regional Management Program.

**UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS**

SUBURBAN CITIES will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITIES in the development of best management practices

and standards for project design, operations and maintenance. SUBURBAN CITIES agree to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures with the jurisdiction and responsibility of the SUBURBAN CITIES, as agreed to and included as part of the adopted Watershed Master Plan subject to the SUBURBAN CITIES available budget resources.

**MILITARY BASES**

The PARTIES agree to promote the participation of the SUBURBAN CITIES and Military Bases in the BRWM program. The Management Committee shall design a program in consultation with representatives of the SUBURBAN CITIES and Military Bases to accomplish this participation. Those SUBURBAN CITIES and Military Bases that choose to participate may enter into an interlocal agreement with the PARTIES to further define their responsibilities and benefits in the BRWM program.

**ARTICLE VII**

**PUBLIC PARTICIPATION**

Public participation is an integral part of the BRWM program. The review and comment opportunities provided to the WIAC in Article VI will provide a large measure of public participation in the BRWM program. The involvement of SUBURBAN CITIES and Military Bases will provide another element of public participation. Members of the public will be able to attend and comment at the public meetings of the Committee of Seven and the Management Committee and obtain copies of the Watershed Master Plan, and Annual Capital Improvement Plan and the annual reports of the Management Committee to the Committee of Seven.

**ARTICLE VIII**

**PLANNING**

**RESEARCH**

The PARTIES have extensive amounts of data, technical support models, and institutional knowledge relating to flood control, drainage, and storm water management in Bexar County. The PARTIES will use these, and any other available resources to create, implement and manage the BRWM program. The PARTIES shall also have a continuing research function as part of the BRWM program to incorporate new technology, programs and available information that will support the management and implementation of the BRWM program.

**WATER QUALITY AND WATER QUANTITY MODELS**

SARA, in coordination with COSA and COUNTY, agrees to develop hydrologic, hydraulic and water quality models tied to a geographic information system. COSA and COUNTY will share all available data in their possession to be included in these models. The PARTIES will use

these models to support decisions regarding the development, management and the implementation of the BRWM program. The PARTIES will rely on the models to identify regional flood control, drainage, creek restoration, storm water and water quality projects to be included in the annual editions of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan. SARA agrees to maintain this expert system of hydrologic, hydraulic and water quality models, and associated geographic data and make it available for use by the PARTIES.

**WATERSHED MASTER PLAN**

SARA, in coordination with COSA and COUNTY, agrees to develop a Watershed Master Plan to guide the management and implementation of the BRWM program. The initial Watershed Master Plan which was developed in 2004 will be updated periodically. The Watershed Master Plan will establish program goals, objectives, performance standards and best management practices and detail the components, processes and procedures that govern the management and implementation of the BRWM program. The Watershed Master Plan will establish uniform design standards for capital project categories and consistent service levels and standards for operations and maintenance activities. The Watershed Master Plan should be a holistic plan with COSA, the COUNTY, and the Suburban Cities, to analyze and recommend solutions to issues of flooding, water quality, recreation, habitat protection, creek restoration, and land use collectively as a system. As a part of the Watershed Master Plan, an inventory of the ecological conditions and health of creeks and rivers in Bexar County will be developed and maintained will propose creek restoration needs and priorities

The Watershed Master Plan will be designed to conform to all federal and state statutes, regulations and local ordinances. The Watershed Master Plan will identify opportunities to achieve uniformity, consistency and recommend revisions to federal and state statutes, regulations, and local ordinances, policies and procedures where necessary, to support the goals and objectives of the BRWM program.

**CAPITAL IMPROVEMENT PLANS**

The PARTIES agree to include a schedule of potential capital improvement projects for planning and coordination purposes in the BRWM program. As regional capital improvement projects are selected and appropriated for by the BRWM agencies, the timetable for implementation shall be developed, coordinated, and publicly communicated. The list of all projects that are funded shall indicate which PARTY or PARTIES will fund them, the amount of the funding and who will be the contracting authority for the project.

Each year, COSA and COUNTY, in consultation with SARA, will engage in an iterative process to identify projects and their estimated costs to be included in the schedule of potential capital improvement projects and may include, but are not limited to, storm water detention, channelization, buy-out of structures, bridges to replace low water crossings, locks, gates, dams, tunnels, channel clearing, excavation, fill and other possible drainage improvements.

This annual process to develop the Capital Improvement Plans will begin with SARA's presentation of the projects identified for their technical merit through the application of the water quantity and water quality models for review by the Management Committee. Proposed project ideas should be evaluated to protect against past flooding and to proactively develop project solutions against flooding potentials in the future. The Capital Improvement Plans shall be developed from a master list of projects that has been evaluated and prioritized for technical merit by SARA, COSA, the County and the Suburban Cities. The Management Committee shall consider other factors that guide the selection of the projects to be evaluated for inclusion in the schedule of potential capital improvement projects. These factors include, but are not limited to, the PARTIES' funding capabilities, project size and location, cost/benefit analysis, current or pending development, future development, population growth trends, environmental impact, water quality, availability of additional funds or matching funds, current or pending debt proceeds, future debt issues, multiple benefits, regulatory compliance and criteria as recommended by the WIAC. The Management Committee will compile a schedule of potential capital improvement projects for review and comment by the WIAC. The final schedule of potential capital improvement projects will be prepared after receiving comments from the WIAC. The final schedule of potential capital improvement projects will be presented to the Committee of Seven annually for their consideration and recommendation. Following consideration by the Committee of Seven, the schedule of potential capital improvement projects will be presented to the governing bodies of each of the PARTIES for purposes of inclusion in the PARTIES' annual budget process.

**ARTICLE IX**

**CAPITAL PROJECT IMPLEMENTATION**

The Capital Project Implementation activities include, but are not limited to, design, surveying, environmental assessments, permitting, integrating other public goals, amenities, dual-use facilities, utilities coordination, construction and coordination with other public works. Unless otherwise agreed to by the PARTIES, the funding source of each capital improvement project will be the determinant for assignment of implementation responsibilities for that capital improvement project. SARA, if requested by COSA and/or COUNTY will contract with COSA and/or COUNTY to implement capital improvement projects involving multiple jurisdictions and/or multiple funding sources. The PARTIES will utilize the project implementation standards established in the Watershed Master Plan, supplemented by their respective standard project management, design, construction and contract administration procedures to implement each project.

**ARTICLE X**

**OPERATIONS AND MAINTENANCE**

The PARTIES will develop uniform service standards to be included in the Watershed Master Plan described in Article VIII for operations and maintenance activities to be performed by the PARTIES as part of the BRWM program. The Management Guidance Document described in Article IV will define the service responsibilities of each of the PARTIES.

**ARTICLE XI**

**FUNDING**

Funding for the activities of the PARTIES, as described herein, shall be provided as follows, subject to approval and appropriation by the respective governing bodies of the PARTIES:

COSA, subject to any limitations contained in any debt instruments, shall contribute and utilize the fees that it collects in association with its Storm Water Utility. COSA's Storm Water Utility collects these fees within the municipal limits of COSA for the maintenance of COSA's MS4. Fees are also collected for compliance with federal and state laws governing the NPDES/TPDES permit held by COSA. The current COSA MS4 consists of all the property associated with storm water and drainage within the municipal limits and extra-territorial jurisdiction ("ETJ") and can include all property that drains into the MS4. Texas Local Government Code Section 401.002(c) provides authority for the possible expansion of COSA's MS4 beyond the municipal limits and ETJ should it be necessary to do so to comply with federal and/or state laws (see Article V, SERVICE AREA above). The fees that can be collected by COSA include a fee-in-lieu of detention, a storm water development fee, and impact fee. In addition to these fees, COSA may also utilize proceeds from debt issues that have been identified for a Regional Project in connection with this AGREEMENT.

COUNTY, subject to any limitations contained in any debt instruments, shall contribute and utilize a portion of its flood control fund as described in Section 256.006 of the Texas Transportation Code.

SARA, subject to any limitations contained in any debt instruments, shall contribute and utilize a portion of its tax proceeds and bond proceeds pursuant to contractual arrangements either by the sale of services or taxes to be levied by a county or municipality and paid over to SARA pursuant to interlocal agreement with said county or municipality as authorized by Tex. Rev. Civ. Stat. Ann. Art. 8280-119, Section 15-a (Vernon Supp. 1971).

The PARTIES further agree that other opportunities for funding shall be actively pursued throughout the course of this AGREEMENT. Other sources of funding which shall be pursued include, but are not limited to, developer contribution agreements; federal, state, non-profit, non-government affiliated private or public grants; and various state and federal funding opportunities. The PARTIES agree to cooperate and coordinate to present a unified approach for federal and state funding requests.

Each PARTY shall use its respective sources of funds identified above to support the staff and administrative costs associated with their participation in the BRWM program.

**ARTICLE XII**

**PERFORMANCE AND ACCOUNTABILITY**



The PARTIES agree to establish performance standards and best management practices to be included in the Watershed Master Plan described in Article VIII. The PARTIES agree to acquaint themselves with comparable programs throughout the nation and evaluate the elements of these programs in establishing performance standards and practices.

The Management Committee will review the results of the services provided in the BRWM program against the performance standards as a performance appraisal and annually prepare and submit a report card to the Committee of Seven at its first meeting of the year for review and for purposes of providing direction to the Management Committee.

The written annual reports of the Management Committee and the budgets of each participating entity shall serve as performance and accountability standards for the BRWM program.

**ARTICLE XIII**

**PERSONNEL**

The PARTIES agree to utilize their personnel as well as contract assistance that have the requisite training, licensing and/or certification, as necessary, to provide the services under this AGREEMENT.

**ARTICLE XIV**

**STATISTICS AND DOCUMENTS**

The PARTIES shall properly, accurately and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder. To further the purpose of cooperative administration of the activities described within this AGREEMENT, the PARTIES agree to make document and record materials available to one another, upon reasonable notice, and as often as each PARTY may require for purposes of inspection, examination, and/or copying of same.

SARA shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of services provided hereunder. All relevant documents in possession of each of the PARTIES shall be available at all times to the other PARTIES. If necessary, a reproduction of a document may be submitted and it shall be so marked, and the original shall be maintained and made available by the PARTY retaining said original document.

Where proprietary records and documents that are not necessarily a product of the activities conducted under this AGREEMENT are needed to further an activity or function of this AGREEMENT, the PARTIES agree to communicate to one another the specific time, place and document or record needed and the time parameters within which the document or record is being requested for examination prior to the actual examination in order that proper arrangements can be made for optimum use of time and personnel. The PARTIES specifically agree to make available for examination all records of financial transactions and expenditures,

along with the proper personnel to explain the records and the nature of the expenditures or transaction, insofar as the expenditure or transaction is related to the activities described within this AGREEMENT. This provision shall be agreed to by the PARTIES in order to provide full accountability and complete honesty in documenting and sharing the information generated by this AGREEMENT.

**ARTICLE XV**

**OWNERSHIP OF DOCUMENTS**

Title to and the right to determine the disposition of any copyrights or copyrightable material first produced or composed exclusively by the COSA, COUNTY and/or SARA in the performance of this AGREEMENT shall remain with the PARTY that produced the material. The PARTIES acknowledge that as the exclusive owner of any and all such writings, documents and information, the PARTIES have the right to use all such writings, documents and information in conjunction with the management and development of the activities conducted under the terms of this AGREEMENT.

The PARTIES agree that each PARTY owns, and is responsible for, its internal management of personnel, administrative and operational documents and records and their safekeeping in accordance with the terms of this AGREEMENT.

**ARTICLE XVI**

**ASSIGNMENT**

The PARTIES acknowledge that they may not assign their obligations and duties under this AGREEMENT to any outside entity, consultant or manager that is not under the organizational structure of COSA, COUNTY and/or SARA without the prior written approval of to other PARTIES to this AGREEMENT.

**ARTICLE XVII**

**DISPUTES**

The PARTIES agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this AGREEMENT. The PARTIES agree that before they will exercise the termination rights described in Article XVII they will attempt to resolve the dispute and will allow the non-disputing PARTIES the opportunity to cure the alleged dispute. In the event they are unable to do so, the PARTIES agree to mediate the dispute prior to exercising their termination rights.

**ARTICLE XVIII**

**TERM**

This AGREEMENT shall be for a period of one year commencing upon the date the last of the PARTIES signs the AGREEMENT. The term of this AGREEMENT shall be automatically renewed each year unless terminated as provided in Article XVIII.

**ARTICLE XIX**

**TERMINATION**

The termination of this AGREEMENT shall occur on the later of: (1) the date on which all responsibilities to operate and maintain the programs and projects undertaken pursuant to this AGREEMENT have been assumed by the PARTIES independent of this AGREEMENT; or (2) the date on which all debt issued to provide funds to finance programs or projects of the BRWM program pursuant to this AGREEMENT have been fully paid or legally defeased.

In the event a PARTY to this AGREEMENT determines it is in the best interest of that PARTY to withdraw from the AGREEMENT, the PARTY may withdraw by giving 365 days' written notice of such intent to the remaining PARTIES at the addresses provided in Section XXI of this AGREEMENT. Subject to the limitations of Article IV hereof, if debt has been issued to provide funds to finance specific projects under this AGREEMENT and the withdrawing PARTY is committed to assessing, levying and collecting a tax to retire such debt, the withdrawing PARTY shall continue to assess, levy and collect such taxes until the debt is fully paid or legally defeased. Likewise, if the withdrawing PARTY has been given responsibility for the construction of a BRWM program project, or a portion of a project, and construction has begun, the withdrawing PARTY shall complete the construction of the project. During the period in which the withdrawing PARTY is either collecting the tax for retirement of such debt or completing construction of a project, as set out herein, the withdrawing PARTY's participation in this AGREEMENT shall be limited to those responsibilities.

The withdrawing PARTY shall cooperate with the remaining PARTIES to achieve a proper transition time period to allow the remaining PARTIES to restructure the services provided by the PARTIES. The withdrawing PARTY shall give the remaining PARTIES access to the materials and documents in the withdrawing PARTY's possession which would assist the remaining PARTIES in carrying out the plans and operations initiated under this AGREEMENT.

**ARTICLE XX**

**AMENDMENT**

No amendment, modification or alteration of the terms of this AGREEMENT shall be binding unless it be in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the PARTIES after official action by each of the respective governing bodies of the other PARTIES.

**ARTICLE XXI**

**NOTICES**

To COSA Notices to COSA required or appropriate under this AGREEMENT shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

City Manager  
City of San Antonio  
P.O. Box 839966 / 1st Floor, City Hall  
San Antonio, Texas 78283-3966

with copy being sent to the Director of Public Works and to such other addresses as may hereafter be designated in writing by the City Manager of the City of San Antonio.

To COUNTY. Notices to COUNTY shall be addressed to:

County Judge  
Bexar County Commissioner's Court  
Bexar County Courthouse  
100 Dolorosa, Suite 101  
San Antonio, Texas 78205

with copy being sent to the Bexar County Executive Director of Infrastructure Services and to such other addresses as may herein be designated in writing by the Executive Director of Infrastructure Services.

To SARA. Notices to SARA shall be addressed to:

General Manager  
San Antonio River Authority  
P.O. Box 839980  
San Antonio, Texas 78283-9980

or to such other addresses as may herein be designated in writing by the General Manager of SARA.

**ARTICLE XXII**

**RELATIONSHIP OF PARTIES**

Nothing contained herein shall be deemed or construed by the PARTIES, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship between the PARTIES. It is understood and agreed that no provisions contained herein nor any acts of the PARTIES hereto create a relationship between the PARTIES other than that of independent contractor. In keeping with the provision of its services as an independent

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contractor, each PARTY shall be responsible for its respective acts or omissions. No PARTY has the authority to bind the other or to hold out to third parties that it has the authority to bind the other.

**ARTICLE XXIII**

**APPLICABLE LAW**

This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the PARTIES created hereunder are performable in Bexar County, Texas.

**ARTICLE XXIV**

**LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XXV**

**COMPLIANCE WITH LAWS AND ORDINANCES**

The PARTIES hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this AGREEMENT. The PARTIES acknowledge that they are subject to the Texas Public Information Act and the exceptions stated in such Act.

**ARTICLE XXVI**



**PARTIES BOUND**

This AGREEMENT shall be binding upon and inure only to the benefit of the PARTIES hereto and their respective successors and assigns where permitted by this AGREEMENT.

EXECUTED IN TRIPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the \_\_\_ day of \_\_\_\_\_, 2008.

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CITY	COUNTY	SARA
<b>CITY OF SAN ANTONIO</b> a Texas Municipal Corporation	<b>COUNTY OF BEXAR</b> a Political Subdivision of the State of Texas	<b>SAN ANTONIO RIVER AUTHORITY</b> a Political Subdivision of the State of Texas
<del>4/22/10</del> <i>[Signature]</i> SHERYL SCULLEY 4/30/10 City Manager	<del>11/19/08</del> <i>[Signature]</i> WELSON W. WOLFF County Judge	<del>11/19/08</del> <i>[Signature]</i> THOMAS G. WEAVER Chairman
ATTEST:	ATTEST:	ATTEST:
LETICIA VACEK City Clerk	<i>[Signature]</i> GERARD RICKHOFF County Clerk	<i>[Signature]</i> SALLY BUCHANAN Secretary
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
<i>[Signature]</i> MICHAEL BERNARD City Attorney	SUSAN D. REED Criminal District Attorney Bexar County, Texas	<i>[Signature]</i> DAVID W. ROSS General Counsel
	<i>[Signature]</i> PATRICIA G. PROWSE Assistant District Attorney Civil Section	

	<p>APPROVED AS TO FINANCIAL CONTENT:</p> <p> TOMMY J. TOMPKINS County Auditor</p> <p> DAVID SMITH Budget Officer/Executive Director of Planning &amp; Resources Management Department 16</p>	
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