

Appendix C: Cooperative Agreement Examples

Handshake Agreement Examples

Cooperative Interlocal Agreement Between Texas Department of Transportation and the City of Dallas

The Texas Department of Transportation Dallas District (TxDOT) and the City of Dallas (Dallas) enter into this cooperative interlocal agreement for the purpose of promoting cooperation and compliance with federal and state regulatory requirements for discharges from the Dallas municipal separate storm sewer system (MS4) under Texas Pollutant Discharge Elimination System (TPDES) Permit WQ0004396000 (EPA I.D. TXS000701) and from the TxDOT MS4 under TPDES Permit WQ0004521000 (EPA I.D. TXS000702).

This agreement becomes effective on the date that both parties sign the agreement. The agreement remains effective unless modified and subsequently approved by both parties or until the agreement is rejected by either party.

Background

TxDOT and Dallas are each individually responsible for meeting the requirements of their respective permits. The MS4 permits allow (and the federal NPDES stormwater program encourages) MS4 operators to coordinate and to share responsibilities related to stormwater management and pollution prevention with regional, and neighboring MS4 operators, especially those within a shared watershed. Activities under this agreement are implemented to promote a more efficient use of Dallas and TxDOT resources to reduce pollutants to the maximum extent practicable, and to promote a more watershed-based approach to managing stormwater runoff. Additionally, TxDOT seeks Dallas' support in enforcing ordinances as necessary to control illicit discharges to TxDOT highway right-of-way (ROW) within the City limits of the City of Dallas. This cooperative agreement also documents the commitment of both the TxDOT- Dallas District and City of Dallas to cooperate in the protection of surface water quality from certain activities within areas of joint jurisdiction.

Coordinating Activities

Throughout the effective term of this agreement, both parties agree to coordinate with one another including, but not limited to the following manners:

- 1) TxDOT shall provide written notification to Dallas Stormwater Management for all construction projects that are subject to TPDES Permit No TXR150000 (Construction General Permit (CGP)) and that are located within, adjacent to, or discharging to water bodies located within the Dallas jurisdiction. Notification shall occur prior to "commencement of construction" (as defined in CGP) and shall include at a minimum a copy of the applicable Notice of Intent (NOI), Small Construction Site Notice (SCSN), Secondary Operator notice or Notice of Change (NOC). TxDOT shall notify Dallas of the completion of these construction projects in accordance with the CGP.

- 2) Dallas shall notify TxDOT of the Dallas Stormwater Management Environmental Specialist assigned to a TxDOT construction site within ten (10) days following receipt of the NOI for the project let by TxDOT. TxDOT understands that from time to time, an Environmental Specialist other than the personnel initially assigned may be assigned to the TxDOT construction site due to vacations, work schedules, etc.
- 3) TxDOT shall extend invitation to Dallas Stormwater to attend each preconstruction meeting for projects subject to Activity 1, above.
- 4) TxDOT shall provide to Dallas the schedule of routine stormwater control inspections for projects subject to Activity 1 to facilitate coordinated or joint inspections of these construction sites.
- 5) Dallas shall schedule and coordinate inspections of TxDOT construction sites so that, when practicable, the inspections occur in conjunction with the TxDOT schedule of routine stormwater control inspections.
- 6) TxDOT shall take necessary actions to rectify any suspected departure from Dallas' ordinances related to stormwater controls and discharges that are identified by Dallas as soon as practicable.
- 7) Dallas shall upon request by TxDOT, take necessary actions to investigate and resolve suspected illicit stormwater discharges that enter the TxDOT ROW and that appear to originate from points within the jurisdictional control of Dallas. Dallas shall provide a report of investigative findings and final disposition so that TxDOT may include the information in the annual report for their MS4 permit.
- 8) TxDOT shall upon request by Dallas, take necessary actions to investigate and resolve suspected illicit stormwater discharges that enter the jurisdictional control of Dallas that appear to originate from the TxDOT ROW or a TxDOT project. TxDOT shall provide a report of investigative findings and final disposition so that Dallas may include the information in the annual report for their MS4 permit.
- 9) TxDOT and Dallas shall make available to the other, copies of all pertinent documentation related to implementation of this agreement, including, but not limited to copies of SWPPP, NOI, NOT, NOC, inspection reports, and reports related to citizen and other complaints.
- 10) Both parties shall evaluate the success of this agreement and may propose modifications to coordinating activities.

CITY OF DALLAS

Mary K. Suhm
City Manager

TEXAS DEPARTMENT OF TRANSPORTATION

William L. Hale, P.E.
District Engineer

Memorandum of Agreement/Understanding Examples

**AGREEMENT BETWEEN
THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH
AND
THE CITY OF STRONGSVILLE**

THIS AGREEMENT is made this _____ day of _____, 2009 ("Effective Date"), by and between The Cuyahoga County District Board of Health (hereinafter "Board") and the City of Strongsville (hereinafter "City") for the provision by the Board of services to perform Phase II Storm Water activities within the City and provide other services in order to facilitate the City's compliance with its NPDES Permit For Storm Water.

A. DUTIES AND RESPONSIBILITIES

1. The Board will inspect all designated MS4 outfall locations during dry weather conditions.
2. The Board will sample locations within the City that have not been sampled to date. The number of samples for this portion of the activities will be up to 100 outfall locations for fecal coliform.
3. The Board will start to source track those MS4 outfalls with consistent high bacterial numbers to try and locate the possible source of the illicit discharge (start with one or two outfall locations for 2009).
4. The Board will provide educational programs to residents in 2009 (storm water related information and print materials for disbursement at City Hall).
5. The Board will provide Good Housekeeping educational sessions for the community's employees on various topics. This will be coordinated with the community.
6. The Board will assist in the annual summary of the work that was performed to be included in the City's Phase II Storm Water Annual report to the Ohio EPA.
7. The City will:
 - a. Provide aid in opening storm sewer manholes where and when needed.
 - b. Provide mailing list of community residents for outreach purposes and assist with some mailings.

B. TERM.

The term of this Agreement shall begin on the Effective Date stated above and shall end on December 31, 2009, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the

parties prior to completion, the Board, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The City will pay the Board for the work completed as certified in this statement, subject to the provisions of this Agreement.

C. COMPENSATION.

The City shall pay the Board for its sampling and monitoring services a total of \$9,800 once the work is completed.

D. PAYMENT.

The Board shall submit an invoice to the City for the payment due hereunder.

E. INDEPENDENT CONTRACTOR.

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. _____

2. _____

CUYAHOGA COUNTY BOARD OF HEALTH

By: _____

Printed Name

Title

Date: _____

CITY OF STRONGSVILLE

By: _____

Mayor

Printed Name

Date: _____

**AGREEMENT BETWEEN
THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH
AND
THE CITY OF BRECKSVILLE**

THIS AGREEMENT is made this _____ day of _____, 2009 ("Effective Date"), by and between The Cuyahoga County District Board of Health (hereinafter "Board") and the City of Brecksville (hereinafter "City") for the provision by the Board of services to perform sampling of storm sewers located within the City and provide other services in order to facilitate the City's compliance with its NPDES Permit for Storm Water.

A. DUTIES AND RESPONSIBILITIES

The Board will test selected locations within the City's storm sewer system for fecal coliform in 2009.

1. The Board will monitor the City's designated MS4 outfall locations during a dry weather period (minimum 72 hours no rain event) over the 2009 report period and sample up to 25 locations per year.
2. Source track possible areas where an illicit discharge maybe emanating from. This would include sampling, dye testing and opening manholes where needed throughout your community. The source tracking would look for areas where the source maybe coming from and start to isolate those areas for future targeting of these locations. We will not be dye testing homes or businesses in 2009, rather areas of storm sewers where the problems maybe coming from.
3. The Board will provide Good Housekeeping educational sessions for the community's employees on various topics. This will be coordinated with the community.
4. The Board will provide an annual summary to the City of the work that was performed, as well as the sample results to be included in the City's Phase II Storm Water Annual report to the Ohio EPA.
5. The City will provide aid in opening storm sewer manholes where and when needed for the purpose of sample collections.

B. TERM.

The term of this Agreement shall begin on the Effective Date stated above and shall end on December 31, 2009. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is

canceled by the parties prior to completion, the Board, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The City will pay the Board for the work completed as certified in this statement, subject to the provisions of this Agreement.

C. COMPENSATION.

1. The City shall pay the Board for its sampling and monitoring services a total of \$4,000 per year.

D. PAYMENT.

The Board shall submit an invoice to the City annually for the payments due hereunder.

E. INDEPENDENT CONTRACTOR.

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. _____

2. _____

CUYAHOGA COUNTY BOARD OF HEALTH

By: _____

Printed Name

Title

Date: _____

CITY OF BRECKSVILLE

By: _____

Printed Name

Title

Date: _____

ROUGE RIVER WATERSHED LOCAL MANAGEMENT ASSEMBLY

MEMORANDUM OF AGREEMENT

August 5, 2003

I. PURPOSE

It is the purpose of this Memorandum of Agreement (hereinafter the Agreement) to set forth the composition, duties, and responsibilities of the Rouge River Watershed Local Management Assembly (hereinafter the "Assembly") to be formed on a transitional basis, as more particularly described below. Local public agencies and communities believe there are substantial benefits that can be derived under this Agreement through cooperative management of the Rouge River and in providing mutual assistance in meeting the storm water permit requirements under the Michigan Department of Environmental Quality (MDEQ) watershed-based, general storm water discharge permit, or similar storm water discharge permits issued to public entities within the Rouge River watershed.

The Agreement will also provide a framework for consideration of a new, permanent watershed organization with potentially broader responsibilities that could provide a more cost effective and efficient means to meet state and federal requirements, and public expectations for restoration and maintenance of the beneficial uses of the Rouge River.

II. HISTORY

The Rouge River watershed, located in southeast Michigan, runs through the most densely populated and urbanized land area in the state. The watershed is approximately 438 square miles in size and includes all or part of 48 municipalities in three counties, with a population of over 1.4 million. The industrial growth of the lower Rouge River in the first half of the twentieth century and the rapid residential and commercial growth in the last half of the century in the upper portions of the watershed created serious pollution problems. Despite pollution control efforts as early as the 1940s, when the Detroit wastewater treatment facility was built to serve many of the Rouge River watershed communities, pollution problems have increased in the river. It has only been in the last decade that significant restoration of water quality has begun to be documented as a result of over one billion dollars of investments by area residents for pollution control.

In 1985, at the urging of local citizens and organizations the State of Michigan adopted the Rouge River Basin Strategy. In 1987, the International Joint Commission designated the Rouge River as one of the 43 most polluted areas in the Great Lakes.

In 1989, the original Rouge River Remedial Action Plan (RAP) was completed and endorsed by a majority of the watershed communities. This original RAP called for an ambitious twenty-year plan to address pollution problems. The progress in achieving restoration has been documented in Rouge River RAP Updates. In the early 1990s, the United States District Court, at the urging of local communities, facilitated a phased process for correcting combined sewer overflows (CSOs) affecting the river. In 1992, with the bipartisan assistance of the Michigan congressional delegation representing the watershed, Wayne County received the first U.S. Environmental Protection Agency grant for the Rouge River National Wet Weather Demonstration Project (Rouge Project).

The U.S. District Court, as part of its oversight responsibilities for pollution control on the Detroit River stemming from a court case filed in the 1970's and its role in facilitating the CSO resolution (i.e., the "Bulkley Settlement"), has maintained a continuing interest in the results of the Rouge Project. In the mid-1990s, the U.S. District Court strongly urged the 48 local public agencies within the Rouge River watershed to adopt a more comprehensive approach to control pollution from sources other than CSOs. The U.S. District Court proposed a watershed-wide authority under the Michigan Drain Code to manage water issues within the Rouge River watershed. At the same time, the U.S. EPA was required by a Federal Court consent judgment to adopt regulations to control storm water discharges under the Federal Clean Water Act.

As an alternative to the Drain Code authority proposed by the U.S. District Court, and to comply with the pending U.S. EPA storm water regulations, a group of local agencies and communities within the Rouge River watershed proposed a watershed-based approach to the control of pollution sources related to storm water discharges. In 1997, the MDEQ adopted this unique watershed approach developed by local agencies under the Rouge Project. Subsequently, 44 public agencies with storm water responsibilities within the Rouge River watershed entered into this voluntary general storm water permit which was later endorsed by the United States Environmental Protection Agency (U.S. EPA) as meeting Phase II federal storm water discharge regulation requirements that became mandatory for urbanized communities in 2003.

The watershed-based storm water permit approach, developed with assistance from the Rouge Project, has become a national model. There are now seven cooperatively developed subwatershed water management plans in place for the Rouge River. Each local agency has prepared and submitted a Storm Water Pollution Prevention Initiative Plan (SWPPI) to the MDEQ that identifies their commitments to implement their part of each of the plans. However, the federal funds from the Rouge Project that have provided the basic monetary support for this joint effort are being phased out over the next few years. The Rouge River watershed communities are interested in accepting Wayne County's offer to use a portion of the remaining Rouge Project grant dollars to assist a new Rouge River watershed organization in transitioning the responsibility for providing the essential support services needed by the local agencies to meet their storm water permit requirements.

III. ASSEMBLY

A. Term

While the ultimate organization of the Assembly and its responsibilities will evolve over time after thoughtful review of alternatives, the signatories to this Agreement want to work together under the following terms to assure the continuation and smooth transfer of responsibility of essential services. These storm water management services, now being provided by Wayne County through the Rouge Project, should be progressively transferred to the control of the local governmental units with the legal and financial responsibility to meet state and federal storm water discharge permit requirements.

The Assembly shall be in existence on a transitional basis for an initial period of 17 months from August 5, 2003, through December 31, 2004. The members may mutually agree to renew and/or extend the term of the Assembly under the provisions contained in this Agreement.

B. Composition

The members of the Assembly shall consist of a representative, or designated alternate, appointed by the appropriate governing body in each township, city, village (hereinafter "Community or Communities") and county (as defined under paragraph **III.D.2.** of this Agreement) within the Rouge River watershed that has a Certificate of Coverage (COC) under the MDEQ Watershed-Based General Storm Water Permit (WBGSWP) and that are signatory to this Agreement. Provided, however, other Communities within the Rouge River watershed may become members once they obtain an MDEQ permit for the regulation of storm water discharges that the Executive Committee, established under paragraph **III. E.** of this Agreement, determines is comparable to the WBGSWP.

Members, and designated alternates, shall serve until replaced by the appointing authority.

C. Public Participation

It shall be the intent of the Assembly to make all of its meetings open to the public. The Assembly and/or its Executive Committee shall:

- Determine the rules for public participation
- Schedule meetings at facilities that are fully accessible to the interested public, and
- Routinely provide notice of meeting times and places at publicly accessible locations

D. Voting/Assessment of Costs

The Assembly shall take all formal actions by a simple majority vote of a quorum. A quorum shall consist of one more than fifty percent (50%) of the Assembly members, or their designated alternates, eligible to vote and present at a meeting. Members eligible to vote are those appointed by an appropriate governing authority that has signed this Agreement and that has paid its assessment. Provided, however, any eligible voting member may request that formal actions be subject to a voting of shares. If a voting of shares is requested, adoption of formal actions shall require a simple majority of the voting shares of a quorum based upon the following allocation:

1. Communities with a Certificate of Coverage (COC) for Storm Water Discharges

The voting shares of each Community member shall be determined by the relative population and land area each has within the Rouge River watershed as shown in Appendix A to this Agreement. Appendix A will also be used to determine the annual costs assessed to each member Community. For the first five months of this Agreement the assessed costs for Communities with a COC are shown in Appendix A. Since the first meeting of the Assembly will not occur until August 5, 2003, the budget allocations approved at the August 5, 2003, meeting will be expended, to extent feasible, in calendar year 2003. Any funds not expended during 2003 will be carried forward to support the 2004 Assembly budget. Invoices for the amount shown in Appendix A or less for the first five months of the Assembly operation will be sent to each community immediately following the August 5, 2003, meeting by the Wayne County Department of the Environment. Invoices for the 2004 Assembly operating budget will be mailed in January of 2004 after Assembly members adopt the 2004 budget. Payment for the January 2004 invoices will be accepted during 2004 based upon the fiscal year budget adoption process that varies by community. In any event, the assessment for each community for the 12 months beginning January 1, 2004 and ending December 2004, will not exceed the amount shown in Appendix A.

2. Counties with a Certificate of Coverage

The voting shares for the three counties shall be determined as follows

- Collectively the three counties shall share 12% of the total voting shares
- The shares between the counties shall be based upon the relative population and land area contained within the Rouge River watershed in each county as shown in Appendix A

For the purposes of this Agreement, counties are defined as the appointed/elected Road Commission that has a separate COC regulating storm water discharges, the elected County Drain Commissioner, the elected County Executive, or the elected County Commission. Provided, however, only one member or designated alternative shall represent each county.

Based upon the commitment of staff and service contributions of the Oakland County Drain Commissioner, the Washtenaw County Drain Commissioner and the Wayne County Department of the Environment to storm water management efforts in the Rouge River Watershed, and the commitment of Rouge Project grant dollars, the counties will not be assessed costs during the first 17 months of this agreement.

In subsequent years, the Assembly, on a year-to-year basis, will reevaluate the level of assessed cost attributable to the three counties. In any event, once the Rouge Project grant dollars are no longer available, continuing county membership will be contingent upon payment of annual assessments and/or contribution of services consistent with the level of direct benefits accruing each county as determined by the Assembly.

3. Voting and Assessments of Public Agencies Not Listed in Appendix A

The addition of Communities not currently listed in Appendix A anytime during the five-month period beginning August 5, 2003, shall be allocated costs based upon a revised table that reflects the new expanded watershed area and population. The voting shares for any Community added shall be on the same basis as those who are listed on Appendix A. When a new Community is added, the total voting shares and total assessment contained in the budget of the Assembly shall be increased accordingly. However, the voting shares and assessment of costs for those Communities and counties listed in Appendix A shall not change during the first five-month period. Any adjustments or credits related to an increase in the number of communities participating will be made during the 2004 assessment of costs.

E. Election of Officers and Appointment of Executive Committee

The Assembly shall annually elect, from among its members, a Chair, Vice-Chair and Treasurer. The three Assembly officers shall be limited to an elected or appointed official, or an employee of a Community. Officers elected by the Assembly may serve up to three consecutive terms. The first elected officers will serve a term of 17 months and will be subject to re-election for second 12-month term at the last meeting of the Assembly in 2004. Officers shall be elected by a majority of the members present. The Chair, Vice Chair and Treasurer of the Assembly shall serve until replaced by a majority vote of the members. The elected Vice Chair, or the elected Treasurer in the event the Vice Chair is unavailable, may assume the duties of the elected Chair if the elected Chair is unavailable.

The members of the Executive Committee shall have a maximum of 13 voting members consisting of

- (3) the elected Chair, Vice-Chair, Treasurer of the Assembly,
- (3) one representative or alternate from each member county, and
- (7) one representative or alternate from each of the seven Subwatershed Advisory Groups established under the Rouge River WBGSWP.

The meetings of the Executive Committee shall be chaired by one of the three elected officers. The elected Chair of the Assembly shall chair the Executive Committee, with the responsibility succeeding to the elected Vice Chair if the elected Chair is absent. If neither the elected Chair nor the elected Vice Chair are present at an Executive Committee meeting, the elected Treasurer shall serve as chair for the meeting. The elected officers of the Assembly shall not have alternates serve on their behalf on the Executive Committee.

The three counties and the seven Subwatershed Advisory Groups (SWAGs) established under the WBGSWP shall appoint their respective representatives and alternates to the Executive Committee. Representatives and alternates serving on the Executive Committee, including those appointed by a SWAG, shall be limited to those individuals representing a Community or county that has signed this agreement and has paid its membership assessment. In an effort to assure the broadest participation by Assembly members, a SWAG appointment to the Executive Committee shall be neither a county representative nor a representative from the same Community as those represented by the three officers elected by the Assembly.

The Executive Committee will seek consensus on all issues brought before it. In the absence of consensus, the Executive Committee will adopt motions only when a majority of its members (7) vote in favor of a motion. Each member will have one vote. A County or a SWAG may designate an alternate to serve and vote on behalf of their appointed representative to the Executive Committee.

F. Meetings

The Assembly shall meet at least twice each year at a designated time and location established by the Executive Committee. The first meeting of the Assembly for 2003 will be held August 5, 2003, and the second meeting shall be held prior to December 31, 2003. Agendas for Assembly meetings will be distributed and circulated to all members at least two weeks in advance of all meetings. The Executive Committee will meet at least five times each year at the call of the Chair or Vice-Chair. All meetings of the Assembly, Executive Committee, standing committees or special committees established under the Assembly shall operate under the Robert's Rules of Order unless modified by a majority vote of the Assembly members. The meetings of the Assembly shall be rotated to locations throughout the Rouge River watershed allowing any member community or agency to host a meeting.

G. Assembly Duties

The Assembly shall have the following duties:

1. Budget and Assessments

After the first 5 months of operation, review and approve the annual budget for the Assembly and establish the allocation of annual assessments to members. The budget for the first five months shall be established at the first meeting August 5, 2003, and subsequent 12-month budget will be established before December 31, 2003. After the first 17-months of operation, the Assembly shall adopt a budget before December 31, for the calendar year that follows.

2. Standing Committees

Establish and outline a charge for three standing committees on technical issues (Technical Committee), financial management (Finance Committee), and public involvement (PI Committee). The Treasurer shall chair the Finance Committee, and an Executive Committee member shall be selected to serve as chair of the Technical and PI committees. Any member or designated alternate may serve on any standing committee.

3. Special Committee

Establish a special committee (Organization Committee) to consider and recommend a permanent Rouge River Watershed Organization. The Assembly shall appoint members to the Organization Committee that reflects a broad diversity of the Assembly membership with respect to geographic location and land area within the watershed, population, and type of public agency.

4. Other Duties

- Maintain official written record of meetings that includes attendance, issues discussed, and votes taken.
- Recommend to member Communities and counties any subsequent changes needed to this Agreement.
- Take other actions required, including delegation of responsibilities to the Chair or Executive Committee to carry out the purposes and conduct the business of the Assembly including, but not limited to, directing the activities of any

committees established under this Agreement or subsequently authorized by the Assembly.

- Encourage and promote public input into decisions and recommendations of the Assembly, and of all committees established by the Assembly.

H. Executive Committee Duties

The Executive Committee shall have the following duties:

1. Budget

With the advice of the standing committees, supervise the expenditure of Assembly monies consistent with the approved annual budget.

2. Coordinate Transition

Coordinate with Wayne County the transition of responsibility for the storm water management support programs of the Rouge Project to the Assembly.

3. Supervise Staff and Arrange Support Services

Arrange for the services of at least one staff person responsible to the Assembly members to facilitate meetings, prepare agendas, and negotiate and advocate on behalf of the Assembly. Supervise and provide direction to staff of the Assembly, make provisions for necessary management support services for operation of the Assembly.

4. Provide Forum for Discussion

Provide a forum for discussion and, if appropriate, resolution of issues related to the implementation of this Agreement brought to its attention by any member of the Assembly.

5. Other Duties

- Assist the standing committees and special committee of the Assembly in meeting their respective responsibilities.
- Maintain a brief written record of each Executive Committee meeting including, as a minimum, attendance, list of issues, and a record of decisions.
- Take other actions that are consistent with the provisions of this Agreement and direction provided by the Assembly.

IV. RESOLUTION

The Communities and counties entering into this Agreement shall do so by the passage of a formal resolution, or exercise of existing authority that includes the ability to commit to the payment of two assessments for support of the Assembly as identified annual costs in Appendix A for the first 17 months of operation (i.e., first assessment for the period August 2003 through December 2003 and a second assessment for the period January 2004 through December 2004). In subsequent years, Communities and counties shall indicate their acceptance to continue this Agreement, should it remain unchanged, through the payment of the annual assessment in support of annual budgets approved by the Assembly.

Modifications to this Agreement as may be recommended by formal action of the Assembly shall be subject to acceptance of the appropriate authority of each Community or county.

Services provided through the Assembly and grant funds provided by the Rouge Project for storm water management shall be, to the extent practical, limited to Community and county members that have signed and met their respective financial obligations under this Agreement.

V. FIDUCIARY SERVICES

For the first 17-months of this Agreement, the Wayne County Department of Environment has agreed to provide fiduciary services for the collection and expenditure of Community assessments paid under the terms of this Agreement. It is understood that the Community assessments paid under the terms of this Agreement will be used only for the services identified in the revised 2003 Assembly Budget attached as Appendix B, and the services and budget subsequently adopted by the Assembly for 2004. The total assessment for each community for the first 17-months of operation of the Assembly (i.e., calendar year 2003 and 2004) shall not exceed twice the annual assessment identified in Appendix A. It is further understood that the assessments paid may be used to provide the required local match for federal grant dollars used to support the annual Assembly budget.

Wayne County has agreed to provide the Executive Committee full and complete access to records concerning the use of the funds collected from the members so that all expenditures of monies collected through assessments to members can be audited through a process determined to be appropriate by the Finance Committee. Wayne County has further agreed to provide a financial accounting of all funds collected and expended to the Assembly within 45 days following the end of the first five months of operation, and within 45 days following the end of each calendar year. Wayne County shall obtain Executive Committee concurrence before expenditure of any of the Community assessments collected. It is understood that the existing provider

arrangements for many if not all of the services identified in Appendix B may be most efficiently and cost effectively managed in the transition period through the existing Rouge Project contracts administered by Wayne County, or by Wayne County staff currently assigned these responsibilities. Before December 1, 2004, the Assembly will determine how fiduciary responsibilities will be managed beginning on January 1, 2005.

VI. APPENDICES TO AGREEMENT

The following appendices are attached and are made a part of this Agreement

Appendix A. Allocation of Costs and Voting Shares that includes a list of Communities and counties with WBGSWP COCs, their respective land area and 2000-census population within the Rouge River watershed, their proportional allocation of costs based upon equal weight of land area and population within the watershed, and their voting shares.

Appendix B. 2003 Assembly Budget that includes a list of storm water management services and costs, and source of funding for calendar year 2003 adopted at the first meeting of the Assembly on August 5, 2003.

Appendix C. Organization Chart of the Rouge River Watershed Local Management Assembly that highlights the structure of the Assembly, and its relationship to entities identified in the Agreement

Appendix D. Signatures of Those Communities and Counties Endorsing and Approving This Agreement after August 5, 2003

APPENDIX A - Allocation of Costs and Voting Shares (August 2003)

[1]	Community	Watershed Area (acres) [2]	Total Community Area (acres)	Weighted Population [3]	% Total Area [4]	% Weighted Population [5]	% Pop and Land Area [6]	Cost/\$300,000 Pop. & Land [7]	Community	Voting Shares Communities [8]	Voting Shares Counties [9]	Total Shares
COC	Allen Park*	892	4,509	1,490	0.35%	0.16%	0.25%	\$764	Allen Park*	1		
COC	Canton Twp.	23,123	23,123	76,366	9.18%	7.95%	8.57%	\$25,697	Canton Twp.	34		
COC	Dearborn	15,659	15,661	97,627	6.22%	10.17%	8.19%	\$24,574	Dearborn	33		
COC	Dearborn Heights*	5,301	7,479	37,740	2.10%	3.93%	3.02%	\$9,052	Dearborn Heights*	12		
COC	Garden City	3,752	3,752	30,047	1.49%	3.13%	2.31%	\$6,928	Garden City	9		
COC	Inkster*	3,696	3,997	27,987	1.47%	2.91%	2.19%	\$6,573	Inkster*	9		
COC	Livonia	22,952	22,953	100,545	9.11%	10.47%	9.79%	\$29,372	Livonia	39		
COC	Melvindale*	1,726	1,764	10,541	0.69%	1.10%	0.89%	\$2,674	Melvindale*	4		
COC	Northville	1,298	1,298	6,458	0.52%	0.67%	0.59%	\$1,782	Northville	2		
COC	Northville Twp.*	10,603	10,651	20,990	4.21%	2.19%	3.20%	\$9,592	Northville Twp.*	13		
COC	Plymouth	1,410	1,410	8,987	0.56%	0.94%	0.75%	\$2,244	Plymouth	3		
COC	Plymouth Twp.	10,251	10,251	27,833	4.07%	2.90%	3.48%	\$10,452	Plymouth Twp.	14		
COC	Redford Twp.	7,215	7,215	51,622	2.86%	5.38%	4.12%	\$12,360	Redford Twp.	16		
COC	Romulus*	2,458	23,020	3,994	0.98%	0.42%	0.70%	\$2,087	Romulus*	3		
COC	Van Buren Twp.*	8,421	23,085	8,535	3.34%	0.89%	2.12%	\$6,347	Van Buren Twp.*	8		
COC	Wayne*	3,829	3,857	18,830	1.52%	1.96%	1.74%	\$5,221	Wayne*	7		
COC	Westland*	12,457	13,099	84,177	4.94%	8.77%	6.86%	\$20,567	Westland*	27		
COC	Wayne County Subtotal	135,043	177,125	613,769	53.60%	63.92%	58.76%	\$0	Wayne Co. Com. Subtotal	235	32	
COC	Auburn Hills*	191	10,660	935	0.08%	0.10%	0.09%	\$260	Auburn Hills*	1		
COC	Beverly Hills*	2,382	2,568	9,488	0.95%	0.99%	0.97%	\$2,900	Beverly Hills*	4		
COC	Bingham Farms	783	783	1,030	0.31%	0.11%	0.21%	\$627	Bingham Farms	1		
COC	Birmingham*	1,978	3,063	12,243	0.79%	1.28%	1.03%	\$3,090	Birmingham*	4		
COC	Bloomfield Twp.*	16,303	16,694	41,204	6.47%	4.29%	5.38%	\$16,144	Bloomfield Twp.*	22		
COC	Commerce Twp.*	606	18,071	1,054	0.24%	0.11%	0.18%	\$526	Commerce Twp.*	1		
COC	Farmington	1,706	1,705	10,423	0.68%	1.09%	0.88%	\$2,644	Farmington	4		
COC	Farmington Hills	21,311	21,311	82,112	8.46%	8.55%	8.51%	\$25,516	Farmington Hills	34		
COC	Franklin	1,680	1,680	2,958	0.67%	0.31%	0.49%	\$1,462	Franklin	2		
COC	Lathrup Village	963	963	4,236	0.38%	0.44%	0.41%	\$1,235	Lathrup Village	2		
COC	Lyon Twp.*	468	20,892	243	0.19%	0.03%	0.11%	\$316	Lyon Twp.*	1		
COC	Novi*	15,231	20,008	42,927	6.05%	4.47%	5.26%	\$15,774	Novi*	21		
COC	Pontiac*	450	12,971	1,576	0.18%	0.16%	0.17%	\$514	Pontiac*	1		
COC	Southfield*	14,982	16,832	64,683	5.95%	6.74%	6.34%	\$19,025	Southfield*	25		
COC	Troy*	3,835	21,508	13,826	1.52%	1.44%	1.48%	\$4,443	Troy*	6		
COC	West Bloomfield Twp.*	11,081	20,192	40,956	4.40%	4.27%	4.33%	\$12,996	West Bloomfield Twp.*	17		
COC	Walled Lake*	585	1,533	2,547	0.23%	0.27%	0.25%	\$746	Walled Lake*	1		
COC	Wixom*	548	6,015	1,319	0.22%	0.14%	0.18%	\$532	Wixom*	1		
COC	Oakland County Subtotal	95,083	197,449	333,760	37.74%	34.76%	36.25%	\$0	Oakland Co. Com. Subtotal	146	20	
COC	Salem Twp.*	10,339	22,005	2,389	4.10%	0.25%	2.18%	\$6,529	Salem Twp.*	9		
COC	Superior Twp.*	10,371	22,731	7,668	4.12%	0.80%	2.46%	\$7,373	Superior Twp.*	10		
COC	Ypsilanti Twp.*	1,097	20,191	2,624	0.44%	0.27%	0.35%	\$1,063	Ypsilanti Twp.*	1		
COC	Washtenaw Subtotal	21,807	64,928	12,681	8.66%	1.37%	5.01%	\$0	Washtenaw Co. Com. Sub.	20	3	
	Total	251,932	439,501	960,210	100%	100%	100%	\$300,000	Total	401	55	456
Rouge Assembly voted to include these communities who have applied for coverage under the MDEQ Watershed Based General Storm Water Permit but have not received COC's.												
	Bloomfield Hills	3,219	3,219	3,940	1.25%	0.41%	0.83%	\$2,488	Bloomfield Hills	3		
	Rochester Hills	1,977	21,129	4,562	0.77%	0.47%	0.62%	\$1,860	Rochester Hills	2		

[1] Rouge Watershed Communities with Certificates of Coverage for the Watershed-Based General Storm Water Permit (January 2002)

[2] Acres of Community within Rouge River Watershed

[3] Population of Community within the Rouge River Watershed

[4] Percent Land Area within Rouge River Watershed Compared to Total within Watershed

[5] Percent of Population within Watershed Compared to Total Population within Watershed

[6] Percent Land Area Plus Percent Population Divided by Two (i.e., equal weight to each factor)

[7] Assessment to Each Community for \$300,000 in Cost Based Upon Equal Weight Given to Population and Land Area Within the Rouge Watershed

[8] Number of Voting Shares Based Upon Assessment Divided by \$750 and Rounded to the Nearest Whole Number

[9] County Voting Shares 12% of Total Shares Divided Between Counties Based Upon Equal Weight to Land Area and Population in Watershed

* Indicates Communities with Some Portion of Land Area Outside of the Rouge River Watershed

APPENDIX B
Rouge River Watershed Local Management Assembly
2003 Budget - As Adopted at August 5, 2003 Rouge River Watershed Local Management Assembly Meeting

Activity	Total Original Cost ¹	Original Community Projected Cost (50% of Total)	Proposed 2003 Assembly Budget Including Federal Funds (January - December 2003) ^{2,3}	Funds Expended to Date (Jan - July 2003)	Remainder of Year Expenditure (Aug - Dec 2003)	Total 50% Community Assessment Needed	Notes: August - December Expected Costs
Conduct Monitoring Program	\$247,000	\$123,500	\$227,000	\$62,480	\$164,520	\$113,500	The estimated cost includes the USGS continuous monitoring with associated data processing, continuous rainfall data collection, and 1/3 of SWPPI monitoring program in Main 1-2 Subwatershed - remainder to be completed in 2004. The USGS program will be completed as identified in the total original cost. The estimated cost of the SWPPI monitoring in the Main 1-2 is \$30,000. The remaining \$20,000 will be rolled over to complete the sampling in 2004. The total estimated cost of the 2003 Rouge Project monitoring program is \$473,000.
Subwatershed Advisory Group Facilitation	\$203,000	\$101,500	\$89,000	\$45,979	\$43,021	\$44,500	Attendance at MDEQ-RPO meeting on September 19, 2003, one additional meeting of each SWAG, as-needed assistance to SWAGs, and potential SWPPI revisions (due December 2003).
Assembly Public Education Committee Support	\$50,000	\$25,000	\$4,000	\$0	\$4,000	\$2,000	Support to the Assembly Public Education Committee.
Rouge River Assembly Manager and Executive Assistant	\$100,000	\$50,000	\$25,000	\$5,000	\$20,000	\$12,500	Staff support to be provided at Assembly meetings, to the elected chair, and executive committee
Total	\$600,000	\$300,000	\$345,000	\$113,459	\$231,541	\$172,500	

Community Assessment Income Committed in 2003 (as of August 19, 2003)	\$264,682
Community Assessment Income Received in 2003 (as of August 19, 2003)	\$17,257
Matching Funds Needed from Community Assessment Income for Proposed 2003 Budget	\$172,500
Community Assessed Matching Funds to be Carried Over to 2004	\$92,182

Notes:

¹ As proposed in the December 19, 2002 version of the Memorandum of Agreement.

² The MOA covers the period from August 2003 to December 2004. The costs presented above are for January 2003 to December 2003.

³ The proposed budget for 2004 will be presented at the next meeting of the Rouge Assembly.

APPENDIX B

Rouge River Watershed Local Management Assembly 2004 Budget - As Adopted at December 10, 2003 Meeting of Rouge River Watershed Local Management Assembly

Activity		2004	%Total	Notes
Assembly Proposed Budget		\$600,000		
Potential Total Assembly Budget		\$595,638		The proposed \$600,000 budget has been adjusted to include assessments (with Wayne County RPO matching funds) from 39 communities (including Rochester Hills and Bloomfield Hills) and to exclude Salem Twp who has decided not to join the Rouge Assembly.
2003 \$ to be rolled over to 2004		\$250,638		
Available Funds for 2004		\$846,276		
Monitoring*	USGS	\$135,000	16%	a) Continuous monitoring of dissolved oxygen and temperature at 8 locations from May through October. b) Continuous monitoring of and water level and stream flow at 13 locations from May through October. c) Spring installation/fall removal of equipment, regular maintenance of sampling sites and field equipment, data processing and calibration adjustments.
	Labs	\$18,000	2%	Laboratory analysis of wet and dry event samples
	RPO	\$325,000	38%	a) Continuous rainfall data acquisition and processing at 21 locations from April through November, the remaining 2/3 of the SWPPI monitoring in the Main 1-2 Subwatershed (10 dry weather events at 3 locations and 4 wet weather events at 1 location) and the SWPPI monitoring for the Upper Subwatershed (15 dry weather events at 3 locations and 5 wet events at 1 location). b) Planning for 2004 monitoring season; includes development/approval of field sampling plan and standard operating procedures. Technical assistance to Subwatershed Advisory Groups and Rouge Assembly; includes modifications to 5-year monitoring plan. c) Loading of all data (including USGS and data funded/collected by others in support of Rouge Project) into the Rouge sampling database, data QA/QC, and interpretive analysis. d) Annual products of the monitoring team. Includes publication of volume 10 RPO Data CD (contains all monitoring data collected through 2003, with a user friendly data viewing tool for querying, plotting, mapping and calculating basic statistics), annual Baseline Data Summary Report (2003 data), and data interpretation and trend analysis.
Subtotal: Monitoring		\$478,000	56%	

APPENDIX B
Rouge River Watershed Local Management Assembly

2004 Budget - As Adopted at December 10, 2003 Meeting of Rouge River Watershed Local Management Assembly

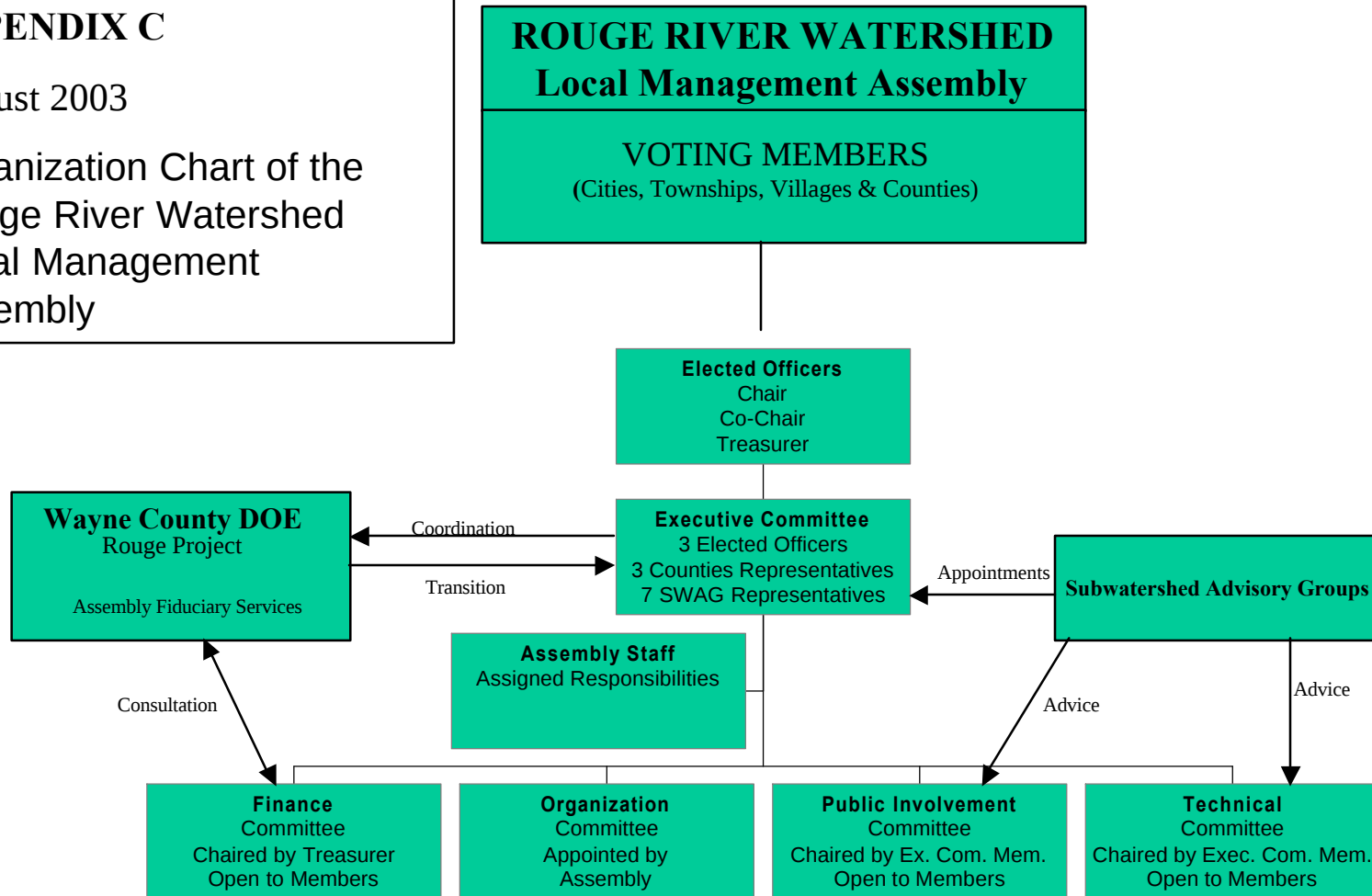
Activity		2004	%Total	Notes
Assembly Proposed Budget		\$600,000		
Potential Total Assembly Budget		\$595,638		The proposed \$600,000 budget has been adjusted to include assessments (with Wayne County RPO matching funds) from 39 communities (including Rochester Hills and Bloomfield Hills) and to exclude Salem Twp who has decided not to join the Rouge Assembly.
2003 \$ to be rolled over to 2004		\$250,638		
Available Funds for 2004		\$846,276		
Subwatershed Support Services	RPO	\$91,000	11%	a) Sub-watershed Advisory Group (SWAG) meeting facilitation and coordination. <u>Budget Assumption (for a, b, c):</u> same level of service as 2003 (with 2% increase for annual staff rate increase); approximately 3-6 meetings per year.
				b) Coordination with governmental and other organizations, including SWPPI revision negotiation.
				c) Development and distribution/implementation of relevant information and materials
Public Involvement and Education	RPO	\$36,000	4%	Coordination of public education and outreach activities with communities, volunteer organizations, and other regional efforts.
Rouge Assembly Staff Support	RPO	\$75,000	9%	Staff support to Rouge Assembly and 5 subcommittees. Includes: meeting coordination, reporting, technical support, information preparation and dissemination, and operate Rouge Assembly web site. <u>Budget Assumption:</u> approx. same level of service as last 5 months of
Contingency		\$166,276	20%	
Total		\$846,276	100%	Approved by the Executive Committee on December 2, 2003. Approved by Full Assembly on December 10, 2004.
Unallocated		\$0		

*The list of proposed monitoring activities reflects the recommendation from the December 2, 2003 meeting of the Executive Committee to defer, until 2005 or later, the activity of updating the Wiley-Seelbach ecological flow targets in all subwatersheds .

APPENDIX C

August 2003

Organization Chart of the Rouge River Watershed Local Management Assembly



APPENDIX D

Signatures of Those Communities and Counties Accepting This Agreement

The following Rouge River public agency endorses the purposes, and approves the provisions of this Agreement for a period of 17 months beginning August 5, 2003 and ending December 31, 2004. By its signature, the public agency formally accepts the terms of the Agreement

Signature

Date

Printed or Typed Name and Title

Printed or Typed Name of Public Agency

The designated representative of the agency is:

Name Phone #

Address

The alternate representative of the agency is:

Name Phone #

Address

*Forward copy of this signed page
of the Agreement to:*

**Tom Biasell, Chair
Rouge River Watershed Local
Management Assembly
% Department of Public Services
City of Farmington Hills
31555 Eleven Mile Rd.
Farmington Hills, MI
48336**

Mutual Aid Agreement Examples

STATEWIDE MUTUAL AID AGREEMENT

H.B. No. 1471

AN ACT

relating to resource sharing among certain political subdivisions, including regional planning commissions, during a disaster.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. CERTAIN DISASTER RESPONSE PROCEDURES FOR POLITICAL SUBDIVISIONS

SECTION 1.01. Section 418.004, Government Code, is amended by adding Subdivisions (10) through (14) to read as follows:

(10) "Local government entity" means a county, incorporated city, independent school district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of this state that maintains the capability to provide mutual aid.

(11) "Mutual aid" means a homeland security activity, as defined by Section 421.001, performed under the system or a written mutual aid agreement.

(12) "Requesting local government entity" means a local government entity requesting mutual aid assistance under the system.

(13) "Responding local government entity" means a local government entity providing mutual aid assistance in response to a request under the system.

(14) "System" means the Texas Statewide Mutual Aid System.

SECTION 1.02. Subchapter E, Chapter 418, Government Code, is amended by adding Section 418.1015 to read as follows:

Sec. 418.1015. EMERGENCY MANAGEMENT DIRECTORS. (a) The presiding officer of the governing body of an incorporated city or

a county or the chief administrative officer of a joint board is designated as the emergency management director for the officer's political subdivision.

(b) An emergency management director serves as the governor's designated agent in the administration and supervision of duties under this chapter. An emergency management director may exercise the powers granted to the governor under this chapter on an appropriate local scale.

(c) An emergency management director may designate a person to serve as emergency management coordinator. The emergency management coordinator shall serve as an assistant to the emergency management director for emergency management purposes.

SECTION 1.03. Section 418.107(c), Government Code, is amended to read as follows:

(c) A local government entity may render mutual aid to other local government entities under mutual aid agreements or the system.

SECTION 1.04. The heading to Section 418.109, Government Code, is amended to read as follows:

Sec. 418.109. AUTHORITY TO RENDER MUTUAL AID ASSISTANCE.

SECTION 1.05. Section 418.109(d), Government Code, is amended to read as follows:

(d) A local government entity or organized volunteer group may provide mutual aid assistance on request from another local government entity or organized volunteer group. The chief or highest ranking officer of the entity from which assistance is requested, with the approval and consent of the presiding officer of the governing body of that entity, may provide that assistance while acting in accordance with the policies, ordinances, and procedures established by the governing body of that entity.

SECTION 1.06. Section 418.110, Government Code, is amended to read as follows:

Sec. 418.110. STATEWIDE MUTUAL AID PROGRAM FOR FIRE

EMERGENCIES. (a) The division, in consultation with state fire protection agencies and the Texas Commission on Fire Protection, may ~~shall~~ develop a statewide mutual aid program for fire emergencies.

(b) A program developed under this section:

(1) does not alter the legal obligations of a political subdivision participating in the system; and

(2) must be consistent with the state emergency management plan.

SECTION 1.07. Chapter 418, Government Code, is amended by adding Subchapter E-1 to read as follows:

SUBCHAPTER E-1. TEXAS STATEWIDE MUTUAL AID SYSTEM

Sec. 418.111. CREATION OF THE TEXAS STATEWIDE MUTUAL AID SYSTEM. (a) The Texas Statewide Mutual Aid System is established to provide integrated statewide mutual aid response capability between local government entities without a written mutual aid agreement.

(b) A request for mutual aid assistance between local government entities is considered to be made under the system, unless the requesting and responding entities are parties to a written mutual aid agreement in effect when the request is made.

(c) This subchapter does not affect a written mutual aid agreement between local government entities in effect on or before the effective date of this subchapter or restrict the ability of local government entities to enter into a written mutual aid agreement as otherwise authorized by statute after the effective date of this subchapter. If a request is made between local government entities that are parties to a written mutual aid agreement, the terms of that agreement control the rights and obligations of the parties.

Sec. 418.112. ADMINISTRATION BY DIVISION. The division shall administer the system. In administering the system, the division shall encourage and assist political subdivisions in planning and

implementing comprehensive all-hazards emergency management programs, including assisting political subdivisions to ensure that the local emergency management plan of each subdivision adequately provides for the rendering and receipt of mutual aid.

Sec. 418.113. DISASTER DISTRICTS. (a) This state is divided into disaster districts to engage in homeland security preparedness and response activities. The boundaries of the disaster districts coincide with the geographic boundaries of the state planning regions established by the governor under Chapter 391, Local Government Code.

(b) A disaster district committee is established for each disaster district. Each committee is composed of local representatives of the state agencies, boards, and commissions and organized volunteer groups with representation on the emergency management council.

(c) Each disaster district committee shall coordinate with political subdivisions located in the disaster district to ensure that state and federal emergency assets are made available as needed to provide the most efficient and effective response possible.

(d) The public safety director of the Department of Public Safety of the State of Texas shall appoint a commanding officer from the Texas Highway Patrol to serve as chair of each disaster district committee. The chair shall:

(1) inform the state Director of Homeland Security on all matters relating to disasters and emergencies as requested by the state Director of Homeland Security; and

(2) inform the public safety director of the Department of Public Safety of the State of Texas on all matters as requested by the public safety director.

(e) Representatives of the emergency management council assigned to each district shall assist the chair of their disaster district committee and provide guidance, counsel, and

administrative support as required.

Sec. 418.114. PROCEDURES FOR MUTUAL AID. (a) The political subdivisions in each state planning region established by the governor under Chapter 391, Local Government Code, shall agree on procedures that specify the manner in which mutual aid will be provided in response to a request from:

- (1) a political subdivision in the region;
- (2) a political subdivision in another region; or
- (3) this state.

(b) A copy of the procedures must be provided to the division and the disaster district committee chair.

Sec. 418.115. REQUESTING AND PROVIDING MUTUAL AID ASSISTANCE.

(a) A request for mutual aid assistance may be submitted verbally or in writing. If a request is submitted verbally, it must be confirmed in writing not later than the 30th day after the date the request was made.

(b) If a request for mutual aid assistance is made to a department or agency of a political subdivision, the chief or highest ranking officer of the department or agency, with the approval and consent of the presiding officer of the governing body of the political subdivision or that officer's designee, may provide the requested assistance in accordance with the policies, ordinances, and procedures established by the governing body of the political subdivision.

Sec. 418.1151. ASSESSMENT OF ABILITY TO RENDER ASSISTANCE.

(a) When contacted with a request for mutual aid assistance, a local government entity shall assess local resources to determine availability of personnel, equipment, and other assistance to respond to the request.

(b) A responding local government entity may provide assistance to the extent personnel, equipment, and resources are determined to be available. A local government entity is not required to provide mutual aid assistance unless the entity

determines that the entity has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

Sec. 418.1152. SUPERVISION AND CONTROL. When providing mutual aid assistance under the system:

(1) the response effort must be organized and function in accordance with the National Incident Management System guidelines;

(2) the personnel, equipment, and resources of a responding local government entity being used in the response effort are under the operational control of the requesting local government entity unless otherwise agreed;

(3) direct supervision and control of personnel, equipment, and resources and personnel accountability remain the responsibility of the designated supervisory personnel of the responding local government entity;

(4) unless otherwise agreed in advance, an emergency medical service organization providing assistance under the system shall use the medical protocols authorized by the organization's medical director;

(5) the designated supervisory personnel of the responding local government entity shall:

(A) maintain daily personnel time records, material records, and a log of equipment hours;

(B) be responsible for the operation and maintenance of the equipment and other resources furnished by the responding local government entity; and

(C) report work progress to the requesting local government entity; and

(6) the responding local government entity's personnel and other resources are subject to recall at any time, subject to reasonable notice to the requesting local government entity.

Sec. 418.1153. DURATION OF AID. The provision of mutual aid

assistance under the system may continue until:

(1) the services of the responding local government entity are no longer required; or

(2) the responding local government entity determines that further assistance should not be provided.

Sec. 418.116. RIGHTS AND PRIVILEGES. (a) A person assigned, designated, or ordered to perform duties by the governing body of the local government entity employing the person in response to a request under the system is entitled to receive the same wages, salary, pension, and other compensation and benefits, including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of the duties under the system as though the services were rendered for the entity employing the person.

(b) The local government entity employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under the system.

Sec. 418.117. LICENSE PORTABILITY. If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a local government entity under the system, the person is considered licensed, certified, permitted, or otherwise documented in the political subdivision in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or the governing body of the requesting local government entity.

Sec. 418.118. REIMBURSEMENT OF COSTS: STATE REQUEST OR FEDERAL DISASTER DECLARATION. (a) The division shall administer all requests for reimbursement for costs associated with providing mutual aid assistance in response to a request made by the division for an incident resulting in the issuance of a disaster declaration by the president of the United States. A request for reimbursement

made to the division must be made in accordance with procedures developed by the division.

(b) The division may directly request the provision of mutual aid assistance from any local government entity participating in the system. If the division requests the provision of assistance and the local government entity responds, the state shall reimburse the actual costs of providing assistance, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, incurred by the responding local government entity. The state shall pay reimbursements from available state money. If funds are made available from the disaster contingency fund, the division shall make reimbursement from the disaster contingency fund for eligible expenses to the extent that available state money is inadequate.

(c) If federal money is available to pay costs associated with the provision of mutual aid assistance in response to a request made by the division, the division shall make the claim for the eligible costs of the responding local government entity on the division's grant application and shall disburse the federal share of the money to the responding local government entity, with sufficient state funds to cover the actual costs incurred by the responding local government entity in providing the assistance.

Sec. 418.1181. REIMBURSEMENT OF COSTS: REQUEST BY LOCAL GOVERNMENT ENTITY. (a) If a local government entity requests mutual aid assistance from another local government entity under the system, the requesting local government entity shall reimburse the actual costs of providing mutual aid assistance to the responding local government entity, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, incurred by the responding local government entity in response to a request for reimbursement. Local government entities with a mutual aid agreement when the request for mutual aid assistance is made are subject to the

agreement's terms of reimbursement, as provided by Section 418.111.

(b) The requesting local government entity shall pay the reimbursement from available funds. If federal money is available to pay costs associated with the provision of mutual aid assistance, the requesting local government entity shall make the claim for the eligible costs of the responding local government entity on the requesting entity's subgrant application and shall disburse the federal share of the money to the responding local government entity, with sufficient local funds to cover the actual costs of the responding local government entity in providing assistance.

SECTION 1.08. Section 418.004(9) and Sections 418.109(a), (b), and (c), Government Code, are repealed.

SECTION 1.09. This Act takes effect immediately if this Act receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution.

If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2007.

Interlocal Agreement Examples

INTERLOCAL AGREEMENT

approved
12/08

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This Contract is made by and between the City of Nederland, the City of Port Neches, the City of Groves, the City of Port Arthur, Jefferson County (hereinafter called "Entities"), and Jefferson County Drainage District No. 7 (hereinafter called "District") under authority of Chapter 791 , Texas Government Code. The Entities and the District agree as follows:

WITNESSETH:

The Entities and the District agree that it would be advantageous to implement portions of a regional storm water management program (SWMP) and other associated permit compliance activities for the Texas Pollutant Discharge Elimination System (TPDES) Phase II Storm Water Discharge Permit.

The Entities and the District agree to participate in coalition meetings to address implementation tasks necessary for permit compliance. The coalition meetings will address tasks required of each participant. Each entity will be billed equally for the coalition meetings regardless of whether or not a representative from that entity has attended the meeting. Each coalition entity will be billed separately by the contractor holding the meetings if applicable. Coalition members that meet separately from the coalition with the contractor or employ the contractor for work directly for that entity shall compensate the contractor separately for those services.

**Interlocal Agreement
to Provide
KPDES Storm Water Discharge Permit Services
and Other Storm Water Related Services in
Boone, Campbell and Kenton Counties, Kentucky**

This Interlocal Agreement to Provide KPDES Storm Water Discharge Permit Services and Other Storm Water Related Services ("Agreement"), made and entered into this _____ day of _____, 2003 by and between the Sanitation District No. 1 ("District"), duly created and existing pursuant to the provisions of the Kentucky Revised Statutes Chapter 220.010, et. seq., acting by and through its duly appointed Board, its statutory and governing body, and the City of _____, Kentucky, a municipal corporation of the _____ class, pursuant to KRS 81.010 ("Local Government"), pursuant to the Interlocal Cooperation Act, KRS 65.210 - KRS 65.300:

WITNESSETH

WHEREAS, the parties to this Agreement are all public agencies as defined by KRS 65.230 and are authorized, pursuant to KRS 65.240, to exercise and enjoy the powers, privilege, responsibilities and authority exercised or capable of exercise by a public agency of this Commonwealth; and

WHEREAS, the federal government has enacted legislation known as the Clean Water Act, designed to protect and preserve the quality of our nation's streams and waterways; and

WHEREAS, the Local Governments are now required to implement programs that address and implement these water quality initiatives enacted and promulgated by Congress; and

WHEREAS, the Kentucky Division of Water ("KDOW") has indicated in a letter dated January 26, 2001 that the Local Government is responsible for compliance with the Kentucky Pollutant Discharge Elimination System ("KPDES") General Permit for Small Municipal Separate Storm Sewer Systems ("Permit") within its jurisdictional limits; and

WHEREAS, the Local Government is either an owner or operator of municipal separate storm sewers as defined in 401 KAR 5:002 (184); and

WHEREAS, the Local Governments in Northern Kentucky and the District have determined that as a matter of good and efficient public policy a collaborative effort between the various entities is the best strategy to address this unfunded federal mandate; and

WHEREAS, this Agreement anticipates that the transfer of operation and maintenance responsibilities of the municipal separate storm sewers of the Local Government from said Local Government to the District will occur within approximately five (5) years; and

WHEREAS, the Commonwealth of Kentucky, through the Natural Resources and Environmental Protection Cabinet (“Cabinet”), has issued regulations consistent with 40 CFR 122 for the purpose of regulating Small Municipal Separate Storm Sewer Systems; and

WHEREAS, the Local Government is required to apply for its Permit on or before March 10, 2003, and will thereupon be required to develop and implement plans to satisfy at least each of the six minimum control measures required by the Permit:

1. A public education and outreach program informing citizens about the impacts of polluted storm water runoff;
2. Provide opportunities for citizens to participate in developing and implementing programs associated with storm water management;
3. Developing and implementing plans to detect and eliminate illicit discharges into the storm sewer systems;
4. Developing and implementing and enforcing erosion and sediment control programs;
5. Developing and implementing and enforcing programs to control post- construction runoff; and
6. Developing and implementing programs to prevent pollutant runoff from municipal operations;

WHEREAS, pursuant to KRS 220.030 (6), the District is authorized to develop and implement plans for the collection and disposal of storm drainage; and

WHEREAS, the Local Government will commit necessary resources to achieve compliance with the Permit; and

WHEREAS, the District by virtue of its experience, personnel and equipment is in a position to assist the Local Government in complying with the Permit; and

WHEREAS, for the purposes of public health, efficient governmental administration, and uniform enforcement, it is in the best interest of all parties to this Agreement that a single entity be responsible for administering and facilitating compliance with the Permit; and

WHEREAS, the District has studied the requirements for complying with the Permit, and has drafted plans and regulations for the implementation of a storm water management program that both complies with the obligations imposed by the Permit and provides for the creation of a regional storm water utility, including the preparation of master plans and the creation of a capital improvement budget,

NOW, THEREFORE, in consideration of and in exchange for the promises and the mutual understandings and obligations hereinafter set forth, the adequacy of which consideration is hereby acknowledged and affirmed, the parties hereto agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings here defined:

1. MS4: The Local Government's Small Municipal Separate Storm Sewer System as defined in 401 KAR 5:002(184).
2. SWMP: The Storm Water Management Plan, including any amendments thereto, and all attachments and incorporations by reference, provided for under the Permit, as drafted and approved by the District and KDOW. Said SWMP is incorporated herein by reference and is a material term of this Agreement.
3. Surcharge: The Storm Water Surcharge for storm water services provided by the District pursuant to this Agreement. KRS 220.030(6); KRS 220.510. The Local Governments signatory to the same form of this Agreement, hereby acknowledge and confirm the District's authority to collect and expend said Surcharge pursuant to the Agreement and the Local Government delegates all of its own authority to levy such a charge, in accordance with Section 6.
4. Annual Progress Report: The report required by the Permit to be annually submitted by the Local Government to the KDOW.
5. Impervious Area Rate Methodology: The methodology by which the District will calculate the Surcharge for parcels of property, derived from the amounts of impervious surface such as pavement and rooftops as provided in the SWMP.

SECTION 2: DISTRICT AUTHORIZATION

The District hereby certifies, warrants and confirms that it is duly qualified and authorized to enter into this Agreement with the Local Government and to carry out the terms and provisions hereof, and no action required of the District with respect to this Agreement will constitute a violation of law or will conflict with or breach any indenture, contract, judgement, consent decree or other edict, judicial or administrative, to which the District is a party or whereby the District is bound.

SECTION 3: LOCAL GOVERNMENT AUTHORIZATION

The Local Government hereby certifies, warrants and confirms that it is duly qualified and authorized to enter into this Agreement with the District and to carry out the terms and provisions hereof, and no action required of the Local Government with respect to this Agreement will

constitute a violation of law or will conflict with or breach any indenture, contract, judgment, consent decree or other edict, judicial or administrative, to which the Local Government is a party or whereby the Local Government is bound.

SECTION 4: PURPOSE

The purpose of this Agreement is to facilitate the Local Governments' compliance with the KPDES MS4 permit requirement, and to provide for the development of a uniform plan to mitigate the damaging effects of storm water runoff throughout the District storm water service area to be implemented through the imposition of a Storm Water Surcharge throughout the benefited service area; and to protect and improve the condition of the waters of the Commonwealth within the district and jurisdiction of the Local Government.

SECTION 5: DURATION AND TERMINATION

The parties agree that the duration of this Agreement shall be perpetual, unless terminated as set forth herein.

The District shall be entitled to terminate this Agreement if (1) the District is unable to charge or collect the Surcharge; or (2) a court decision negates the validity, enforceability or legality of any part of this Agreement; or (3) the District is dissolved as an entity. In the event of such termination, the District and the Local Government shall be released from any and all obligations under this Agreement.

The Local Government shall be entitled to terminate this Agreement if (1) a court decision negates the validity, enforceability or legality of any part of this Agreement; or (2) the Local Government is dissolved as an entity. In the event of such termination, the District and the Local Government shall be released from any and all obligations under this Agreement. Notwithstanding the foregoing, in the event that the Local Government terminates this Agreement, and not by reason of being dissolved, the Local Government will be required to implement, at the Local Government's expense, those program components identified as being the Local Government's responsibility under the Permit.

SECTION 6: DESIGNATION OF THE DISTRICT AS ADMINISTERING AGENCY

The parties agree that this Agreement shall be administered by the District, and the parties to this Agreement hereby delegate to the district, to the fullest extent allowable by law, all of the authorities necessary for the District to fulfill its obligations under the SWMP.

SECTION 7: MANNER OF FINANCING

The activities of the District under this Agreement shall be financed by a Surcharge, as well as through the collection of plan review and inspection fees. The District will develop and maintain budgets for the services outlined in this Agreement. The District shall acquire, hold and dispose of any real or personal property necessary to satisfy its obligations under this Agreement.

SECTION 8: RESPONSIBILITIES OF THE DISTRICT AND THE LOCAL GOVERNMENTS

The relative responsibilities of the District and the Local Governments are as set forth in the attached KPDES SWMP as “Exhibit A”. The Local Governments shall enact an appropriate, valid municipal ordinance(s)/resolution(s), accepting, ratifying and approving this Agreement. The Local Governments shall continue to operate and maintain Local Governments’ storm water sewer systems in proper working condition, in accordance with generally accepted industry standards, throughout the duration of this Agreement or until such time that the District may accept ownership of said system pursuant to a separate agreement. The District’s expenditure of capital funds toward the operation of the MS4 prior to the transfer of drainage facilities will be limited to illicit discharge remediation, combined sewer separation and other projects identified and prioritized by the District. The Local Government will be responsible to complete all capital improvements necessary to maintain its system in proper operating condition. The District may, depending upon the availability of funds, provide periodic financial assistance to the Local Government for storm water system capital improvements, based upon written request and funded in accordance with criteria established by the District. It is expressly understood by the Local Government that the District is under no obligation to provide any financial assistance for routine operation, maintenance and repair of its storm water system.

SECTION 9: NO LIABILITY AS TO FLOODING OF ANY KIND

This Agreement does not imply that property subject to the Surcharge established herein will be free of flooding or flood damage, or that the MS4 systems, as they currently exist or as they may be improved, are completely capable of handling all storm events. This Agreement shall not create any liability on the part of, or a cause of action against, any of the parties to this Agreement for any flood damage that may result from storms or the runoff therefrom. Nor does this Agreement have any relationship to flood insurance where otherwise required.

SECTION 10: AUTHORIZED REPRESENTATIVE

For the term of this Agreement, the District shall be an authorized representative of the Local Government for purposes of entering property within the Local Government's jurisdiction pursuant to ordinance(s)/ resolution(s) to be adopted by the Local Government to implement the SWMP and/or to comply with the Permit.

SECTION 11: TRANSFER OF DRAINAGE FACILITIES

The parties to this Agreement will develop a schedule for the transfer of all of the Local Governments' drainage facilities constituting the Local Governments' MS4 to the District. The schedule will be based on the ability of the District, in its sole opinion to prudently fund the operation and maintenance of all MS4s to be acquired under this and similar agreements through revenue from the Surcharge.

SECTION 12: RULES AND REGULATIONS

In order to comply with the KPDES MS4 permit and to effectuate the purposes of this Agreement, and pursuant to the delegation of authority in the Agreement, the District is authorized to enact rules and regulations that are reasonable and necessary to meet the regulatory requirements to prohibit non-storm water discharges into the MS4, control polluted runoff from construction sites, and require the implementation of the post-construction runoff controls for new developments and redevelopments; to enforce and collect the Surcharge; and to meet any of the District's obligations under the Agreement.

SECTION 13: COMPENSATION FOR SERVICES PROVIDED BY THE DISTRICT

The District will be compensated for its services as follows:

- (1) The District will charge a Surcharge to all improved, non-agricultural parcels of property based on an Impervious Area Rate Methodology in the geographical area identified and designated by KDOW, which area includes all or part of the Local Government jurisdiction; and
- (2) In addition to the Surcharge, the District will charge fees for reviewing development plans and for construction-site inspection to offset the cost of providing these services.

SECTION 14: HOLD HARMLESS AND INDEMNIFICATION BY THE DISTRICT

The District hereby covenants and agrees to take all reasonable precautions in the performance of its duties under the Permit and/or under this Agreement against violation(s) of the Permit and/or against the occurrence of any accidents, injuries, or damages to any person or property. The District will hold harmless and fully indemnify the Local Government, including attorney fees and litigation expenses, for all liabilities which result directly from the District's performance of, or failure to perform, its duty(ies) pursuant to the Permit and/or this Agreement. The Local Government agrees that the District shall have the authority to control any litigation arising from the District's performance of, or failure to perform, its duty(ies) pursuant to the Permit and/or this Agreement.

SECTION 15: HOLD HARMLESS AND INDEMNIFICATION BY THE LOCAL GOVERNMENT

The Local Government hereby covenants and agrees to take all reasonable precautions in the performance of its duties under the Permit and/or under this Agreement against violation(s) of the Permit and/or against the occurrence of any accidents, injuries, or damages to any person or property. The Local Government will hold harmless and fully indemnify the District and/or the other Local Government(s) signatory to the same form of this Agreement, including attorney fees and litigation expenses, for all liabilities which result directly from the Local Government's performance of, or failure to perform, its duty(ies) pursuant to the Permit and/or this Agreement. The District agrees that the Local Government shall have the authority to control any litigation arising from the Local Government's performance of, or failure to perform, its duty(ies) pursuant to the Permit and/or this Agreement.

SECTION 16: CONTROLLING LAW

This Agreement shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Kentucky.

SECTION 17: SUCCESSORS AND ASSIGNS

Whenever in this Agreement the Local Government or the District is named or referred to, it shall be deemed to include its or their successors and assigns.

SECTION 18: APPROVAL PURSUANT TO KRS 65.260 (2)

This Agreement, pursuant to KRS Chapter 65, is subject to approval by the Attorney General, Commonwealth of Kentucky, as indicated and confirmed by the signature of the said Attorney General hereon below, pursuant to KRS 65.260 (2), as a condition precedent to its entry into force and enforceability. In compliance with KRS 65.250 (2) (a), the General Manager of the District will serve as Administrator for this cooperative undertaking.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be affixed below.

SANITATION DISTRICT NO.1

By: _____ Date: _____
Richard A. Kennedy, President

By: _____ Date: _____
Jeffery A. Eger, General Manager

CITY OF _____, KENTUCKY

By: _____ Date: _____
[Authorized person and title]

APPROVED AS TO FORM

Having reviewed this Agreement, the undersigned finds it to be in proper form and compatible with the laws of this Commonwealth of Kentucky.

By: _____ Date: _____
Attorney General
Commonwealth of Kentucky

ORIGINAL

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§
§

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

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.

DEFINITIONS

"AGREEMENT" means this agreement.

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

"Committee of Six" means that committee described in Article V consisting of two members of the COSA City Council, two members of the COUNTY Commissioners Court and two Bexar County members of the SARA Board of Directors.

"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 V consisting of the COSA Director of Public Works, the COUNTY Executive Director of Infrastructure Services, and the SARA General Manager.

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

"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 Management Program" means the Regional Flood Control, Drainage and Storm Water Management Program.

"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 V.

ARTICLE I

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 regional management program to deliver regional flood control, drainage and storm water projects and services will more effectively address associated public safety and resource management issues.

ARTICLE II

PURPOSE

This AGREEMENT will implement a consistent, unified and equitable flood control, drainage and storm water program ("The Regional Management 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 Regional Management Program will address both water quality and water quantity issues.

This AGREEMENT will establish and promote cooperative and collaborative management and operation of the Regional Management Program. This AGREEMENT will promote coordinated program funding and improve the management of public funding sources and ensure coordination of governmental resources and functions dedicated to the Regional Management Program. This AGREEMENT will ensure cooperation and coordination to present a unified approach for federal and state funding requests. This AGREEMENT will promote the highest quality 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 will create standardized system guidelines, create a regional capital improvement program based upon the dynamics of watershed hydraulics and hydrology, and encourage public participation to ensure that the Regional Management Program meets the needs of the Bexar County community.

ARTICLE III

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 Regional Management 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 Regional Management Program.

SARA will create and maintain the Watershed Master Plan, as described in Article VII, to guide the implementation of the Regional Management Program. SARA will create water quantity and water quality models, as described in Article VII, to develop a Five Year Capital Improvement Plan and Annual Capital Improvement Plan, as described in Article VII. SARA will remain local sponsor with the COE and NRCS for current responsibilities on the San Antonio Channel Improvements 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.

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, Five Year Capital Improvement Plan and Annual Capital Improvement Plan.

MANAGEMENT GUIDANCE DOCUMENT

Within 180 days following the execution of this AGREEMENT, the Management Committee shall prepare 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 VII.

ARTICLE IV

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 V

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 annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan, as described in Article VII, for purposes of inclusion in the PARTIES' annual budget process.

COMMITTEE OF SIX

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

The Committee of Six shall consist of two members of the COSA City Council, two members of the COUNTY Commissioners Court and two Bexar County members of the SARA Board of Directors. The initial members of the Committee of Six are COSA Council Member Bonnie Conner, COSA Council Member Toni Moorhouse, COUNTY Commissioner Tommy Adkisson, COUNTY Commissioner Robert Tejeda, SARA Director Louis Rowe and SARA Director Tom Weaver.

Members of the Committee of Six 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 Six 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 Six.

The Committee of Six 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 Six 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 Five Year Capital Improvement Plan and Annual Capital Improvement Plan and the performance appraisal and report card; and
3. Provide direction to the Management Committee on Regional Management Program activities.

The Committee of Six shall meet as often as necessary to receive reports from the Management Committee. The Committee of Six shall have a minimum of four public meetings a year to be held in February, April, June and October of each year. The Committee of Six shall schedule an opportunity for citizen input at each of its meetings. To comply with the goal and purpose of this AGREEMENT, attendance by the six committee members and each PARTY's Management Committee representative shall be required at the Committee of Six meetings, unless otherwise agreed to by the PARTIES.

SARA shall provide administrative support for the activities of the Committee of Six. The cost and expenses incurred by SARA for this administrative support shall not be included as an expense of the 1999 Amendatory Contract. This administrative support does not include directing the activities of the Committee of Six. This administrative support includes sending out agendas, scheduling meetings, securing meeting rooms and locations, creating minutes and 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 Six meetings including production of the agendas, taking of minutes, recording attendance, and recording the actions of the Committee of Six. 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 Six.

MANAGEMENT COMMITTEE

The Management Committee shall manage the planning, implementation and operation of the Regional Management 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, and their respective successors, shall be the Management Committee representative for the respective PARTIES.

The Management Committee shall have public meetings twice a year, with the initial meeting following the execution of this AGREEMENT. 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 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 and 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 Regional Management 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 Regional Management 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 annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan and submitting same to the Committee of Six;
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. Reviewing the results of the services provided against the performance standards as a performance appraisal and prepare and submit a report card to the Committee of Six as follows: (a) six months from the start of each fiscal year; and (b) prior to approval of new fiscal year budget;
9. Producing quarterly reports on the current status and future activities of the Regional Management Program and Management Committee recommendations;
10. Coordinating and assuring public participation and input; and
11. 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.
12. The Management Committee is responsible for reviewing and providing analysis and recommendations regarding regional flood control models, (i.e. Harris County Flood Control District).

The Management Committee shall report to, and receive direction from, the Committee of Six. The Management Committee shall make available all relevant documents and shall be available for discussion of any aspect of the Regional Management Program at the Committee of Six 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 and Annual Capital Improvement Plan. 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 Five Year Capital Improvement Plan and the Annual Capital Improvement Plan. The WIAC will review and comment on the annual editions of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan prior to their submission to the Committee of Six. The WIAC will advise the PARTIES on public awareness activities and serve as community advocates for the Regional Management 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 two years. The WIAC will meet as often as necessary, but no less than six times a year. The Committee of Six 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 quarterly reports of the Management Committee to the Committee of Six. The WIAC will receive the Watershed Master Plan, the annual editions of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan. The WIAC will receive notice of the Committee of Six meetings and the public Management Committee meetings. There will be an item on the agenda of each Committee of Six 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 quarterly reports to the Committee of Six regarding the status of the Watershed Master Plan prepared by the Management Committee, the annual editions of the Five Year Capital Improvement Plan, and the Annual Capital Improvement Plan.

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 and 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 AND MILITARY BASES

The PARTIES agree to promote the participation of the Suburban Cities and Military Bases in the Regional Management Program. The Management Committee shall design a program in consultation with representatives of the Suburban Cities and Military Bases to accomplish this participation. The program will include guidelines for participation and a draft interlocal agreement. The program design will be completed within 180 days after execution of this agreement. 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 Regional Management Program.

ARTICLE VI

PUBLIC PARTICIPATION

Public participation is an integral part of the Regional Management Program. The review and comment opportunities provided to the WIAC in Article V will provide a large measure of public participation in the Regional Management 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 Six and the Management Committee and obtain copies of the Watershed Master Plan, the annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan and the quarterly reports of the Management Committee to the Committee of Six.

ARTICLE VII

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 Regional Management Program. The PARTIES shall also have a continuing research function as part of the Regional Management Program to incorporate new technology, programs and available information that will support the management and implementation of the Regional Management Program.

The PARTIES will also rely on the findings and recommendations of the Watershed Committee, as detailed in the "Final Report of the Countywide Citizens Watershed Master Plan Committee, dated February 16, 2001"; and "the Action Plan For Implementation of the Recommendations of the Countywide Citizens Watershed Master Plan Committee, dated September 2001," attached as Appendix A. The Watershed Committee was charged by COSA and COUNTY to work with and advise COSA and COUNTY in the development of a comprehensive flood and drainage master plan and to identify needs and recommend a program of flood control and drainage improvements for future public investment. The Watershed Committee's charge included the

prioritization of specific flood control and drainage projects identified in "The 1999 Bexar County Flood Analysis Report" prepared by SARA for COUNTY following the 1998 flood. The Watershed Committee's project prioritization is included in Appendix A.

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 Regional Management Program. The PARTIES will rely on the models to identify regional flood control, drainage, 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 Regional Management Program. The initial Watershed Master Plan will be completed within one year of the execution of this Agreement and 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 Regional Management 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 will catalogue all federal and state statutes, regulations and local ordinances, policies and procedures that relate to flood control, drainage, storm water and water quality management. 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 Regional Management Program.

CAPITAL IMPROVEMENT PLANS

The PARTIES agree to include an annual capital improvement planning process in the Regional Management Program. This annual planning process includes the development of a Five Year Capital Improvement Plan which identifies Regional Projects and their estimated budgets proposed for implementation for the next five year period. A more detailed Annual Capital Improvement Plan will be developed to identify projects and annual project costs for funding by the PARTIES in their budgets. The Annual Capital Improvement Plan is a list of all projects that will be funded that year, 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 Five Year Capital Plan and Annual Capital Improvement Plan. Projects in the Annual Capital Improvement Plan and the Five Year Capital Improvement Plan 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. The Management Committee shall consider other factors that guide the selection of the projects to be evaluated for inclusion in the annual editions of the Five Year Capital Plan and Annual Capital Improvement Plan. 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 draft Five Year Capital Plan and Annual Capital Improvement Plan for review and comment by the WIAC. The final draft Five Year Capital Plan and Annual Capital Improvement Plan will be prepared after receiving comments from the WIAC. The final draft of the Five Year Capital Plan and Annual Capital Improvement Plan will be presented to the Committee of Six at their April meeting each year for consideration and recommendation to the respective governing boards. Following consideration by the Committee of Six, the Five Year Capital Plan and Annual Capital Improvement Plan will be presented to the governing bodies of each of the PARTIES for purposes of inclusion in the PARTIES' annual budget process.

ARTICLE VIII

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 IX

OPERATIONS AND MAINTENANCE

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

ARTICLE X

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 IV, 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 Regional Management Program. The PARTIES agree to jointly develop a strategic financial model ("the Financial Model") to support the Regional Management Program. SARA shall be responsible for the development and maintenance of the Financial Model in coordination with COUNTY and COSA and other jurisdictions, as required, through direction SARA receives from the Management Committee. The Financial Model will be a management tool used to support the collaborative decisions of the PARTIES and other participants in the Regional Management Program in the areas of coordinating available funds, providing consistent cost accounting, providing cost and revenue requirements, analyzing and selecting financing mechanisms, measuring financial performance, producing the Five Year Capital Improvement Plan, and reducing duplication and increasing efficiency in the allocation of resources to the Regional Management Program. The Financial Model shall be updated annually for use by each PARTY in preparation of its annual budget. The PARTIES agree to develop the initial Financial Model for presentation to the Management Committee by January 15, 2003 for review and approval. Upon approval, SARA will perform operations of the Financial Model and present results to the Management Committee no later than March 1, 2003 to support decisions regarding the development of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan.

ARTICLE XI

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 VII. 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 Regional Management Program against the performance standards as a performance appraisal and annually prepare and submit a report card to the Committee of Six at its February meeting each year for review and for purposes of providing direction to the Management Committee.

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

ARTICLE XII

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 XIII

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 XIV

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 XV

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 XVI

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 XVII

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 XVIII

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 Regional Management 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 XVIII of this AGREEMENT. Subject to the limitations of Article V 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 Regional Management 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 XIX

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 XX

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

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 XXI

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 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 XXII

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 XXIII

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 XXIV

COMPLIANCE WITH LAWS AND ORDINANCES

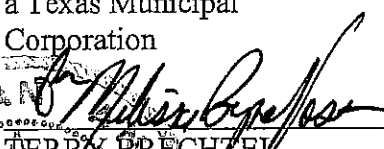
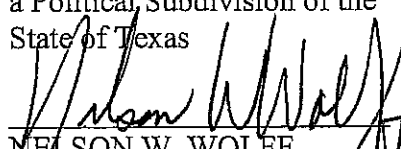
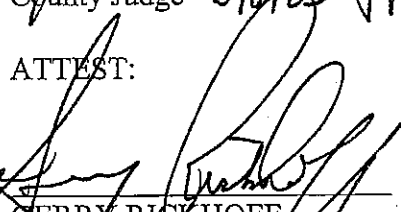
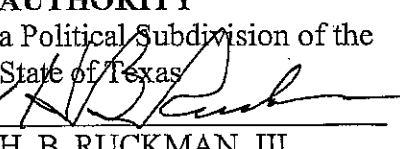
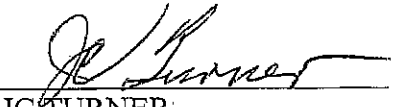
The PARTIES hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this AGREEMENT. The PARTIES acknowledge that they are subject to the Texas Public Information Act and the exceptions stated in such Act.

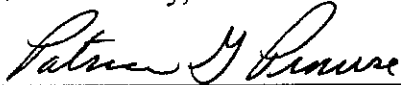
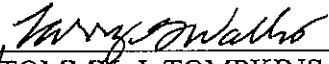
ARTICLE XXV

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 TRIPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the ___ day of _____, 200~~2~~₃

CITY	COUNTY	SARA
CITY OF SAN ANTONIO a Texas Municipal Corporation  TERRY BRECHTEL City Manager TW. 5/22/03 ATTEST:  ROLANDA L. LEDESMA Acting City Clerk	COUNTY OF BEXAR a Political Subdivision of the State of Texas  NELSON W. WOLFF County Judge 5/6/03 ATTEST:  GERRY RICKHOFF County Clerk	SAN ANTONIO RIVER AUTHORITY a Political Subdivision of the State of Texas  H. B. RUCKMAN, III Chairman ATTEST:  JC TURNER Secretary

APPROVED AS TO LEGAL FORM:  <u>ANDREW MARTIN</u> City Attorney	APPROVED AS TO LEGAL FORM: SUSAN D. REED Criminal District Attorney Bexar County, Texas  <u>PATRICIA G. PROWSE</u> Assistant District Attorney Civil Section APPROVED AS TO FINANCIAL CONTENT:  <u>TOMMY J. TOMPKINS</u> County Auditor  <u>S. MARCUS JAHNS</u> Executive Director/Budget Office Planning & Resource Management Department	APPROVED AS TO LEGAL FORM:  <u>RALPH BROWN</u> General Counsel
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APPENDIX A

THE FINAL REPORT OF THE COUNTYWIDE CITIZENS WATERSHED MASTER PLAN COMMITTEE, DATED FEBRUARY 16, 2001 AND THE ACTION PLAN FOR IMPLEMENTATION OF THE RECOMMENDATIONS OF THE COUNTYWIDE CITIZENS WATERSHED MASTER PLAN COMMITTEE DATED SEPTEMBER 2001.

INTERLOCAL AGREEMENT ESTABLISHING ECITYGOV ALLIANCE

THIS AGREEMENT ("Agreement") is entered into among the municipal corporations organized under the laws of the State of Washington, hereinafter referred to as the "Partners" which are parties signatory to this Agreement.

This AGREEMENT replaces the previous eCityGov Alliance Agreement dated November 5, 2002.

This Agreement is being made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

IT IS HEREBY AGREED AS FOLLOWS:

I. ESTABLISHMENT OF ECITYGOV ALLIANCE

There is hereby created an eCityGov Alliance ("Alliance"). The Alliance shall be created as a separate legal entity as authorized by RCW 39.34.030.

It shall be the policy of the Alliance to adhere to the following principles to the best of its abilities and as is reasonably practical for the purposes of managing and operating the Alliance:

- A. Cost sharing is equitable;
- B. Risk is shared;
- C. Mission is not diluted;
- D. Roles & responsibilities are clearly defined;
- E. Benefit is clear & direct to participants;
- F. Control and flexibility is retained by members; and
- G. Business drives technology.

II. PURPOSE

The Alliance shall have the following purposes:

- A. Create a regionally coordinated portal(s) for the delivery of public sector services via the Internet.
- B. Provide citizens and businesses a variety of services and information, including but not limited to, on-line permits, geographic information system (GIS) data, parks and recreation class registration and facility booking and

other on-line services in a manner that is coordinated among jurisdictions, and efficiently integrated with internal operations.

- C. Provide a forum for the sharing of resources in the development and deployment of future public sector services, forging partnerships with other public and private entities that seek to enhance services, information and business process, and create a mechanism for cross-boundary staff collaboration, training, and work coordination for Alliance services and products.
- D. Create economies of scale among public sector entities, by coordinating and cooperating in joint purchasing, application development and other projects, from which Alliance Partners and participants benefit.
- E. Develop, sell, license and/or franchise products, intellectual property and services in collaboration with other public and private entities to benefit the Alliance.

III. PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added to and become signatories of this Agreement pursuant to Section IV.

IV. MEMBERSHIP AND FEE POLICY

The Executive Board of the Alliance shall develop and maintain a Membership and Fee Policy for the purpose of funding and sustaining Alliance activities, projects, equipment, staffing and infrastructure.

- A. Said Membership and Fee Policy shall be reviewed annually and adopted by a simple majority vote of all partners of the Alliance on the basis of each Partner's weighted vote.
- B. Adding New Partners, Subscribers, Basic Members and/or any other form of membership. The decision to admit new Alliance members rests with the sole discretion of the Executive Board.

V. GOVERNANCE: eCityGov Alliance Executive Board

- A. Executive Board. An Executive Board composed of the Chief Executive Officer, Chief Administrative Officer or designee of each Partner shall govern the Alliance. The members of the Executive Board shall elect officers of the Executive Board as outlined by the Alliance By-Laws. The Board shall meet as often as it deems necessary. Subscribers and Basic Members may attend all meetings and provide input in a non-voting status.

- B. Powers. The powers of the Executive Board shall be to (1) adopt Alliance By-Laws and policies; (2) create Alliance work programs; (3) determine services to be provided; (4) develop an annual budget; (5) adopt a Membership and Fee Policy; (6) incur debt in order to make purchases or contract for services to accomplish the purposes of the Alliance; (7) enter into agreements with third parties for goods and services as necessary to carry out Alliance purposes; and (8) hire staff, consultants or private vendors as necessary; (9) identify and contract for the services of fiscal agent for the purposes of carrying out and recording Alliance financial transactions; (10) conduct any and all other business allowed by applicable law.
- C. Proportional Voting – In conducting Alliance business, Partners will cast votes weighted by the population of their city as a percentage of the total population of all Partner cities. All votes by a Board member must be cast on the same side of an issue. Voting population shall be the State of Washington OFM population published in the current Alliance Membership and Fee Policy.

VI. FINANCE & BUDGET

- A. Authority. The Executive Board is authorized to obtain loans or accept grants in order to accomplish the purposes of the Alliance and consistent with Chapter 39.34 RCW. The Alliance is empowered to receive all funds allocated to it by its members. The Executive Board may establish partnerships with public and private corporations or entities as allowed by law. The Executive Board shall adopt an annual budget and authorize all expenditures.
- B. Ownership of Property. The Alliance may own real, personal and intellectual properties. The Partners will each have a percentage proportional ownership interest in all such property based upon the city's population as a percentage of the total population of all Partner cities and will proportionally share in obligations and benefits, financial or otherwise, from such ownership interest.
- C. Retained Responsibility and Authority. Partners retain the responsibility and authority for managing and maintaining their own internal systems, including security and privacy of all data which may be linked to the regional portal – e.g. permitting systems, recreation software, etc.
- D. Fiscal Agent. The Fiscal Agent refers to that agency or government that performs all accounting services for the eCityGov Alliance as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- E. Intergovernmental Cooperation. The Alliance will cooperate with state, county, and other local agencies to maximize use of any grant funds or other resources and enhance the effectiveness of the Alliance systems, programs and projects.

VII. GENERAL PROVISIONS

- A. Duration. This Agreement shall commence upon full execution and continue to remain in existence as long as it has Partners.
- B. Partner Withdrawal. A Partner may notify the Alliance of its intent to withdraw from this Agreement by written notice to the Executive Board. Any portion of annual fee(s) for the current calendar year shall be forfeited upon such withdrawal. The Partner withdrawing from the Alliance also forfeits the Partner's proportional interest described in Section VI, including, but not limited to: (1) ownership rights to hardware, software, and intellectual property owned by the Alliance, and (2) any future revenues associated with Alliance products and/or services.
- C. Disposition of Property. This Agreement may be terminated at any time by agreement of Partners holding at least sixty (60%) percent of the weighted vote of all of the Partners. Upon termination of this Agreement, all property acquired during the Term shall be disposed of as follows to each of the Alliance Partners remaining at the time of dissolution: (1) property contributed without charge by any member shall revert to the contributor or in the event the contributor had previously resigned as an Alliance Partner, the Executive Board shall determine the disposition of the contributed asset(s); (2) all other real and personal property purchased after the effective date of this Agreement shall be distributed to the Partners based upon each Partner's proportional ownership interest, described in Section VI, at the time of the sale of the property; (3) ownership of Alliance intellectual property, including but not limited to, copyrighted and trademarked materials, software code, web designs and templates, web content, Alliance data and Alliance owned interfaces shall be transferred fully and equally to each Alliance Partner; and (4) Partner owned data shall be returned to the owner. Each Partner shall also be entitled to electronic copies of Alliance historical and working files. The Executive Board shall determine the distribution and/or discontinuance of site URLs and other Alliance properties that can not be equitably distributed or shared.
- D. The Alliance shall defend, indemnify and hold the Partner City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of or resulting from the acts, errors or omissions of the Alliance or any Partner City agent or employees acting on behalf of the Alliance in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Partner City. The Partner City shall defend, indemnify and hold the Alliance, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of or resulting from the acts, errors or omissions of the

Partner City in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Alliance.

To the extent of the foregoing indemnifications, the parties waive any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW and such indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under Worker's Compensation acts, disability benefit acts or any other benefits acts or programs.

The Alliance agrees that all risks associated with the activities of the Alliance, included but not limited to software development, shall be borne by the Partners in the pro rata proportion as outlined in Section IV, Membership and Fee Policy of this Agreement. Furthermore, the Alliance agrees that the Partner cities will be mutually liable for, and shall protect and defend any Partner city for any claims arising out or related to intellectual property, patent, trademark, trade secret or copyright infringement and breach of contract.

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

- E. Insurance. The Alliance will obtain and provide appropriate insurance against loss or liability for the actions of the Alliance's Executive Board and/or staff.
- F. Work Product/Confidentiality. All work product including records, data, information, development notes, discs, magnetic media, files, designs, sketches, finished or unfinished documents or other documents, material or data produced in performance of this Agreement shall become the property of the Alliance. All such work product shall be kept confidential by all the Partner members and the Partner's employees and agents and shall not be made available to any individual or organization by any Partner without the prior written consent of the Executive Board or unless required pursuant to court order, the Public Disclosure Act or other applicable law.
- G. Miscellaneous. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. The venue for any dispute related to this Agreement shall be King County, Washington. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

H. Filing. This Agreement shall be effective upon filing with the King County Department of Records and Elections, and the Clerk of each Partner.

This Agreement has been executed by each party on the date set forth below:

CITY OF BELLEVUE

City Manager

Date: _____

Approved as to form

City Attorney _____

CITY OF BOTHELL

City Manager

Date: _____

Approved as to form

City Attorney _____

CITY OF SNOQUALMIE

Mayor

Date: _____

Approved as to form

City Attorney _____

CITY OF ISSAQUAH

Mayor

Date: _____

Approved as to form

City Attorney _____

CITY OF KENMORE

City Manager

Date: _____

Approved as to form

City Attorney _____

CITY OF KIRKLAND

City Manager

Date: _____

Approved as to form

City Attorney _____

CITY OF MERCER ISLAND

City Manager

Date: _____

Approved as to form

City Attorney _____

CITY OF SAMMAMISH

City Manager

Date: _____

Approved as to form

City Attorney _____

CITY OF WOODINVILLE

City Manager

Date: _____

Approved as to form

City Attorney _____