

INTERLOCAL COOPERATION AGREEMENT

Between the Texas Colorado River Floodplain Coalition and _____, Texas

THIS INTERLOCAL COOPERATION AGREEMENT (Agreement) is made effective and entered into on _____, 20____, by and between the undersigned governmental entities (Parties) to maintain and operate the Texas Colorado River Floodplain Coalition (TCRFC), whose representatives have signed this Agreement with the authorization of their governing bodies.

Preamble

WHEREAS, pursuant to the Inerlocal Cooperation Act, Texas Government Code Chapter 791, as amended (Act), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the natural resources and functions of riverine and coastal floodplains with the Colorado River basin help maintain the integrity of natural systems and provide multiple benefits such as the storage and conveyance of flood waters, recreation, the recharging of ground water, the maintenance of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS periodic flows on the Colorado River, its tributary streams, surrounding areas, and the Highland Lakes, cause extensive damage to property and loss of life; and

WHEREAS the lower Colorado River basin and surrounding areas is experiencing rapid populations growth and continued development within the floodplains; and

WHEREAS, local floodplain management programs in the lower Colorado River basin and surrounding areas need assistance in the areas of technical expertise and review, emergency management, training for floodplain management and emergency operations, and legislative relations; and

WHEREAS, the actions of upstream and downstream communities along the Colorado River, its tributaries, and surrounding areas directly affect each other such that individual goals for flood protection and abatement, drainage, transportation, greenway establishment and protection, and development can be better achieved through cooperative floodplain management; and

WHEREAS, building consensus among all affected stakeholders, however diverse, best provides an opportunity to establish mutually supportive partnerships and offers the benefits of commitment to basic goals and objectives and more meaningful implementations; and



WHEREAS, there does not presently exist a regional entity that can comprehensively address the region's floodplain management needs;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and subject to the conditions herein set forth, the Parties hereto covenant, agree, and bind themselves as follows:

Article 1 Purpose of Agreement

The purpose of this Agreement is to accomplish the following goals and objectives:

- 1.1. To maintain a consensus-based coalition that seeks mutually agreeable solutions to common floodplain management problems through a collaborative process;
- 1.2. To facilitate local floodplain management and emergency management program coordination;
- 1.3. To stabilize and reduce flooding risks, minimize property damage and loss of life through the effective and consistent enforcement of all applicable laws and by discouraging development in flood hazard areas and encouraging responsible development in the floodplain;
- 1.4. To develop and implement a plan to update and maintain Flood Insurance Rate Maps for the TCRFC communities;
- 1.5. To establish a single entity partner with state and federal floodplain and emergency management agencies;
- 1.6. To maintain a regional entity to coordinate with the Colorado River Basin Congressional delegation, federal administration, state legislators, and others to accomplish the purposes of this Agreement;
- 1.7. To maintain an administrative structure through this Agreement to provide administrative functions and services for the TCRFC and to provide a means for the Parties to negotiate agreements and obtain funding from state and federal agencies;
- 1.8. To assist the Parties with their training, technical assistance and public education needs with respect to floodplain management;
- 1.9. To maintain a mechanism for sharing ideas, programs, and resources among the Parties;
- 1.10. To provide a public forum for floodplain management issues so that affected stakeholders and the public at large may have timely and meaningful notice and opportunity to comment on the activities of the TCRFC;
- 1.11. To achieve or exceed, where appropriate, full and continuous compliance by the Parties with the National Flood Insurance Program (NFIP) and related state laws and regulations;



- 1.12. To encourage the Parties to coordinate other related programs such as their National Pollutant Discharge Elimination System (NPDES), storm water permitting programs, on-site sewerage system programs, greenway and parks acquisition programs, and wetland preservation programs with their floodplain management permitting program in order to achieve floodplain management goals; and
- 1.13. To encourage the consideration and use, where appropriate, of cost-effective alternatives to structural controls that may also provide recreational and environmental benefits including, but not limited to, the acquisition of open areas and significant wetlands through voluntary agreements with landowners, the acquisition of structures in the floodplain and their relocation, and the use of tax incentives and recognition programs.

Article 2 Accords

- 2.1 The Parties agree to do the following according the Texas Colorado River Floodplain Coalition Administrative Handbook, attached hereto as Attachment 1:
 - Training, Education, and Technical Assistance;
 - Local National Flood Insurance Program Reviews and Assistance;
 - Floodplain Management Program Assessment; and
 - Regional Opportunity for Review and Comment

However, nothing in this Agreement shall be construed to affect a Party's permitting discretion or authority. The local permitting jurisdiction retains ultimate control over permitting decisions including the granting of any reasonable and necessary variances or exemptions.

- 2.2 The Parties agree to assign one person and an alternate to the Executive Committee and to the Technical Committee of the TCRFC, as defined in the Bylaws and the Administrative Handbook.
- 2.3 **Administrative Agent:** The TCRFC may enter into a contract, or contracts, with a political subdivision, local government, individuals, entities, associations, or private business to serve as the TCRFC's fiscal agent and to provide administrative support.

The Administrative Agent may be reimbursed for its services, in whole or in part, with money from membership fees collected by the TCRFC as provided by 3.2 of this agreement and/or any other available sources of funds.

Each Party to this Agreement agrees to HOLD HARMLESS the Administrative Agent from and against any claims that may arise from the performance of its duties as Administrative Agent under this Agreement except to the extent caused by the gross negligence or intentional misconduct of the Administrative Agent and as provided by law.



Article 3 Funding

- 3.1 **Funding Sources:** The goal of the TCRFC is to fund its activities and administration through the use of fees, grant monies, and loans matched with existing in-kind services to the greatest extent possible.
- 3.2 **Annual Membership Fee:** Except as otherwise provided in this section, each Party shall pay an annual membership fee in the amount established in Appendix A of this Agreement to go toward the administrative costs of the TCRFC. Procedures for variances from this fee schedule are addressed in the Administrative Handbook attached hereto as Attachment 1.
- 3.3 **Additional Funding:** As approved by the TCRFC members, the Administrative Agent is authorized to seek additional funding including grants for cooperative planning studies, projects, models, data, and any other information, activities, or projects on behalf of the TCRFC necessary to accomplish the purposes of this Agreement.

Article 4 Additional Parties

Additional political subdivisions may become parties to this Agreement by first obtaining endorsement by the TCRFC members, approving the terms and conditions of this Agreement, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

Article 5 Renewal and Amendments

This Agreement shall take effect _____, 20__ or upon the signature of a Party, whichever occurs later. A Party may withdraw from this Agreement, through a vote of its governing body, provided it has notified the TCRFC of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all Parties. Amendments to this Agreement not related to the payment to, or the providing of services by, the Administrative Agent does not require the approval of the Administrative Agent.

Article 6 Dissolution

This Agreement may be dissolved at any time by the written mutual consent of the Parties.



Article 7 Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not be in any way affected or impaired thereby.

Article 8 Governing Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.



ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN

_____ AND VARIOUS CITIES, COUNTIES AND OTHER POLITICAL
SUBDIVISIONS OF THE STATE OF TEXAS.

On this, the _____ day of _____, 20_____, the _____ of
_____, Texas, sitting as the governing body of _____,
upon the motion of _____, seconded by _____, duly put
and carried.

IT IS ORDERED that _____ be, and he/she is hereby authorized to
execute for and on behalf of _____ an Interlocal Agreement between
_____ and other cities, counties, special districts, and other
legally constituted political subdivisions of the State of Texas relating to the maintenance and
operation of the Texas Colorado River Floodplain Coalition for the pursuit of common goals for
the lower Colorado River basin including flood protection and damage reduction and other
appropriate floodplain management goals. Said agreement being incorporated herein by
reference for all purposes as though fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and
their respective seals to be hereunto affixed and attested, as of the date and year noted below.

EXECUTED this _____ day of _____, 20_____.

Name, Title, Entity

STATE OF TEXAS COUNTY OF _____

On this day, the individual named above personally appeared before me and acknowledged
that he/she executed the same for the purposes and consideration therein expressed.

Date

Notary Public Signature and Seal

Date Commission Expires

Notary Public Typed or Printed Name



Appendix A – Annual Membership Fee

Population Based upon Latest U.S.

Census*	Fee
≤ 1,500	\$250
≤ 2,500	\$500
≤ 5,000	\$750
≤ 7,500	\$1,000
≤ 10,000	\$1,250
> 10,000	\$1,500

*County population will be calculated to include only those Census population figures in the unincorporated part of the County, and not include the populations of incorporated Cities, for the purposes of dues.

The above dues structure was approved June 6, 2005 at the Annual TCRFC meeting.

