

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

TO: Mayor and City Council

AGENDA ITEM NO. **69**

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Louis A. Lendman; Milo D. Nitschke; File

SUBJECT: Interlocal Agreement for Regional Flood Control Management Program

DATE: December 12, 2002

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute an Interlocal Agreement with Bexar County and the San Antonio River Authority (SARA) in connection with the Regional Flood Control Management Program.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The City, Bexar County, 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 interlocal agreements between governmental entities and by contracts with private sector service providers. The Watershed Committee was formed to work with and advise the City, 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. It is believed 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.

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. This agreement will establish and promote unprecedented cooperative and collaborative management and operation of the Regional Management Program. Coordinated program funding, improved management of public funding sources and coordination of governmental resources will be promoted by this agreement. It will also ensure cooperation and coordination to present a unified approach for federal and state funding requests. In addition, standardized guidelines will be created for operations and maintenance. This agreement will require the Management Committee (Infrastructure Services Director for Bexar County, Director of Public Works for the City of San Antonio and the General Manager for

SARA) to develop an Interlocal Agreement for approval from Suburban Cities and Military Bases within 180 days of execution.

Public participation is an integral part of the Regional Management Program. This agreement will encourage public participation at meetings to ensure that the Regional Management Program meets the needs of the Bexar County community. The involvement of Suburban Cities and Military Bases will provide another element of public participation.

City Council comments in regards to the Water Improvement Advisory Committee from the "B" Session have been incorporated into the Interlocal Agreement (attached). The next Committee of Six meeting will be Monday, December 16, 2002. The Management Committee is working to execute the components of the Interlocal Agreement.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to cooperate with Bexar County and the San Antonio River Authority in addressing the need for a regional system for flood control, drainage, storm water management, operations and capital project implementation.

FISCAL IMPACT

This agreement will have no financial impact.

COORDINATION

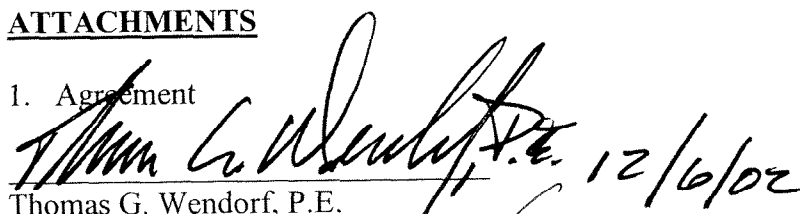
This request for ordinance has been coordinated with the San Antonio River Authority, Bexar County, and the City Attorney's Office.

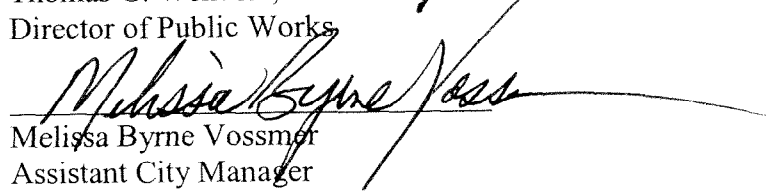
SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form was not required for this ordinance.

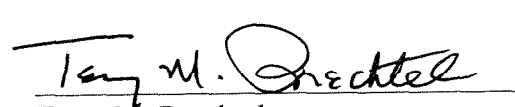
ATTACHMENTS

1. Agreement


Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

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, a co-chair, and an executive committee of three members.~~ 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 ~~executive committee~~ to obtain input ~~from the WIAC~~ 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 TRIPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2002.

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

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

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.