



**Interlocal Agreement
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

AGENDA ITEM NO.: 24
AGENDA DATE: Thu 01/12/2006
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SUBJECT: Approve execution of an Interlocal Agreement with governmental entities in the Colorado River basin for membership in the Texas Colorado River Floodplain Coalition.

AMOUNT & SOURCE OF FUNDING: Funding in the amount of \$1,500 is included in the Fiscal Year 2005-2006 Operating Budget of the Watershed Protection and Development Review Department.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

REQUESTING Watershed Protection and **DIRECTOR'S**
DEPARTMENT: Development Review **AUTHORIZATION:** Joe Pantalione

FOR MORE INFORMATION CONTACT: George Oswald, 974-3369; Gary Kosut, 974-3374

PRIOR COUNCIL ACTION:

July 19, 2001 - Approved Interlocal Agreement.

May 27, 2004 - Approved Interlocal Agreement.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

As a result of the devastating floods occurring from 1991 through 2001, the Lower Colorado River Authority (LCRA) initiated a series of meetings to find ways to improve the effectiveness of floodplain management coordination and cooperation in the lower Colorado River basin. Currently, over fifty cities (including Austin) and counties in the basin have joined together to encourage comprehensive, consistent management of the floodplain along the Colorado River and its tributaries; provide a forum for data exchange; and facilitate a structured approach to administering the complex issues related to floodplain management.

The Interlocal Agreement for the Texas Colorado River Floodplain Coalition was updated by the Executive Committee at the Bi-annual meeting on November 17, 2005. The updates were made in order to reduce duplication between it and other organizational documents and to make future changes in operating procedures easier to administrate. The fee section of the Agreement was previously updated in June 2005, to eliminate counting population twice in both municipalities and counties.

Renewal of this agreement would allow for the continuation of Coalition efforts critical to the protection of public safety and property in the floodplain.

Membership in the Coalition has brought a number of benefits to member communities including:

- Technical assistance and training for local floodplain administrators and elected officials;
- Floodplain management issues workshops and assistance with public education and outreach



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- programs for our community;
- The active pursuit of funding needed in federal and state grant monies to update and digitize floodplain maps in our community;
 - The passage of Senate Bill 936 providing counties and smaller cities with enhanced floodplain management authority, funding and enforcement capability;
 - Provisions for better planning and management tools such as the online TCRFC Interactive Mapping Service (TIMS, <http://tims.lcra.org>);
 - Assistance in developing and maintaining the 2004 Hazard Mitigation Action Plan: Creating a Disaster Resistant Lower Colorado River Basin for our community to obtain eligibility for hazard mitigation and other grant funds;
 - Assistance to local communities to participate in the U.S. Army Corps of Engineers flood control feasibility study program for the Colorado Basin; and
 - Assistance in qualifying and applying for reduced flood insurance premiums through the Community Rating System.

Each member of the Coalition pays an annual fee toward administrative costs. The cost for the City of Austin is \$1,500.00. Once executed this agreement will remain in effect without further Council action unless the City opts to withdraw from the Coalition.

One council member, currently Council Member Raul Alvarez, serves on the Executive Steering Committee of the Coalition, and one council member, Council Member Brewster McCracken, serves as an alternate.

Texas Colorado River Floodplain Coalition

Interlocal Agreement

THIS INTERLOCAL AGREEMENT (Agreement) is made effective and entered into on _____, 20____, by and between the undersigned governmental entities (Parties) to create 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 Interlocal 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 within 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 population 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 local 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 implementation; 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 create 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 create 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 create 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 create 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) stormwater 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 to the Texas Colorado River Floodplain ~~Committee~~ Administrative Handbook, attached hereto as Attachment 1:
 - o Training, Education and Technical Assistance;
 - o Local National Flood Insurance Program Reviews and Assistance;
 - o Floodplain Management Program Assessment; and
 - o 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 Agency:** The TCRFC may enter into a contract, or contracts, with a political subdivision, local government, individuals or private business to serve as the TCRFC's fiscal agent and to provide administrative support. Beginning July 1, 2002, and subject to a periodic review by the membership, the Lower Colorado River Authority may serve as the Administrative Agency for the TCRFC to supervise the performance of this Agreement and to perform administrative activities necessary for the performance of this Agreement. Subject to available funds, such activities are included in the Administrative Handbook attached hereto as Attachment 1.

The Lower Colorado River Authority may be reimbursed for its services as the Administrative Agency for the TCRFC under this Agreement. This may be done, in whole or in part, with money from membership fees collected by the TCRFC as provided by 5.2 of this agreement and/or any other available sources of funds.

The Lower Colorado River Authority is a Party to this Agreement only for purposes of serving as the TCRFC's Administrative Agency under this article.

Recognizing that the Lower Colorado River Authority, in its role as Administrative Agency for the TCRFC, provides only administrative and technical support to the TCRFC and its members, each Party to this Agreement agrees to HOLD HARMLESS the Lower Colorado River Authority from and against any claims that may arise from the performance of its duties as Administrative Agency under this Agreement except to the extent caused by the gross negligence or intentional misconduct of the Lower Colorado River Authority and as provided by law.

Article 3 Funding

3.1 **Funding Source:** 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. The fee for the initial year of membership shall be \$250.00 regardless of the otherwise established fee in Appendix A. 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 Agency 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 fixing 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 July 1, 2005, 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 Agency do not require the approval of the Administrative Agency.

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.

Appendix A –Annual Membership Fee

Population Based upon Latest U.S. Census*	Fee
< 1,500	\$250.00
1,501 - 2,500	\$500.00
2,501 - 5,000	\$750.00
5,001 - 10,000	\$1,000.00
10,001 - 50,000	\$1,250.00
> 50,001	\$1,500.00

* 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 approved June 6, 2005 at the Annual TCRFC meeting.

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 _____

Before me, _____, a notary public, on this day personally appeared _____ known to me to be the person whose is subscribed above and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal office on this the _____ day of _____, 20____.

Notary Public Signature

Notary Public Typed or Printed Name

My Commission Expires: _____

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN
_____ AND VARIOUS CITIES, COUNTIES AND OTHER
POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS

THE STATE OF TEXAS

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§
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§
§

COUNTY OF _____

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 is hereby
authorized to execute for and on behalf of _____ an
Inter-local Agreement between _____ and other
cities, counties, special districts and other legally constituted political
subdivisions of the State of Texas relating to the creation and implementation
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.