

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT FOR A REGIONAL STORM WATER
MANAGEMENT PROGRAM
(08-0016)**

WHEREAS, the Parties, which consist of the City of Lake Jackson, the City of Clute, the City of Alvin, the City of Angleton, the City of Freeport, the City of Richwood, Brazoria County (hereinafter called "Entities"), and Velasco Drainage District, Angleton Drainage District, Brazoria County Conservation and Reclamation District 3, and Brazoria County Drainage District 4 (hereinafter called "Districts"), agree that it would be advantageous to develop and implement a regional storm water management program and associated permit application forms for the Texas Pollutant Discharge Elimination System Phase II Storm Water Discharge Permit, which is required by TCEQ in TPDES General Permit TXR040000 issued August 13, 2007; and

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

WHEREAS, the governing bodies of each party find that the performance of this agreement is in the common interest of all parties.

NOW THEREFORE, BE IT RESOLVED that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement.

I. RECITALS

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

II. PURPOSE

The purpose of this agreement is to develop and implement a regional storm water management program (SWMP) and associated permit application forms for the Texas Pollutant Discharge Elimination System (TPDES) Phase II Storm Water Discharge Permit (the Project).

III. SCOPE OF SERVICES

(a) Each Entity and District agrees to pay a proportionate share of the cost of every expense incurred in performing the Project. Estimated costs are attached as Exhibit A. Each Entity and District understands that the

proportionate costs shall increase or decrease as parties join or withdraw from this Agreement.

(b) Each Entity and District shall appoint one representative to the steering committee. Decisions to develop and implement the project shall be by a majority decision of the steering committee.

(c) Brazoria County will be responsible for drafting agreements related to consulting services necessary to implement the project. The agreements will be submitted to the steering committee before Brazoria County executes the agreements.

(d) All Entities and Districts will have an opportunity to review and provide input to the permit application and submittals prior to submission to TCEQ.

(e) Brazoria County will bill monthly the Entities/Districts for their share of the cost for implementation of the SWMP.

(f) All of the Entities and Districts shall pay said bill within 30 days of receipt.

IV. TERM OF AGREEMENT

The Effective Date of this Agreement is June 1, 2008.

This Agreement will be in effect for one year from the Effective Date hereof and will be considered automatically renewed for each succeeding year. This Agreement shall not be renewed past August 13, 2012.

V. AMENDMENTS

Amendments may be made to this Agreement upon the approval of the governing body of each Entity and District.

VI. WITHDRAWING FROM OR JOINING AGREEMENT

A party may withdraw from this Agreement, following a vote of its governing body, provided it has notified the steering committee of such action in writing at least 60 days before its intended withdrawal date. Withdrawal shall not relieve any Entity or District of any obligation incurred prior to the withdrawal.

Additional political subdivisions may become parties to this Agreement by first obtaining endorsement by the steering committee, approving the terms and conditions of this Agreement, providing funding support that shall be determined by the steering committee, providing a certified copy of a resolution or order by the political subdivision's governing body indicating its consent to join this Agreement, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

VII. TERMINATION

This Agreement may be dissolved at any time by the written consent of a majority of the parties. In the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law. Any funds remaining after payment of the debts and obligations accrued pursuant to this Agreement shall be returned to the Entities and Districts on an equal basis.

VIII. CURRENT REVENUES

Each party shall pay for the performances of services under this agreement from current revenues.

IX. DISCRIMINATION

No one, on the grounds of race, creed, color, national origin, disability, age, or gender, shall be subject to discrimination in the performance of this Agreement.

X. FORCE MAJEURE

Neither Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

XI. MISCELLANEOUS PROVISIONS

- a) **Venue:** Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.
- b) **Choice of Law:** This Agreement is governed by the laws of the State of Texas.
- c) **Entire Agreement:** This agreement constitutes the entire agreement between the Entities and Districts, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.
- d) **Exhibits:** All exhibits are attached and are incorporated into the agreement.
- e) **Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- f) **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- g) **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- h) **Benefits:** This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- i) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- j) **Gender:** Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- k) **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.
- l) **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- m) **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

This agreement shall take effect upon execution by all signatories.

CITY OF LAKE JACKSON

By _____
Title _____
Date _____

CITY OF CLUTE

By _____
Title _____
Date _____

CITY OF ALVIN

By _____
Title _____
Date _____

CITY OF ANGLETON

By _____
Title _____
Date _____

CITY OF FREEPORT

By _____
Title _____
Date _____

CITY OF RICHWOOD

By _____
Title _____
Date _____

BRAZORIA COUNTY

By *[Signature]*
Title *County Judge*
Date *5-27-08*

VELASCO DRAINAGE DISTRICT

By _____
Title _____
Date _____

ANGLETON DRAINAGE DISTRICT

By _____
Title _____
Date _____

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT 3

By _____
Title _____
Date _____

BRAZORIA COUNTY DRAINAGE DISTRICT 4

By _____
Title _____
Date _____