

**INTERLOCAL AGREEMENT BETWEEN LCRA AND TRAVIS COUNTY TO
PROTECT WATER QUALITY IN THE LAKE TRAVIS WATERSHED**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between the Lower Colorado River Authority (“LCRA”), a conservation and reclamation district of the State of Texas, and Travis County, Texas, shown below as Contracting Parties (collectively, the “Parties”), pursuant to the authority granted under and in compliance with the provisions of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WITNESSETH

WHEREAS, the Parties have certain responsibilities for protecting the health and safety of the public and for protecting the environment in the area covered by LCRA Highland Lakes Watershed Ordinance (“HLWO”) in Travis County; and

WHEREAS, the Parties are committed to preserving and protecting the water quality of surface water in Travis County and the Lake Travis watershed; and

WHEREAS, on the 14th day of December, 1989, the Board of Directors of LCRA adopted the Lake Travis Nonpoint Source Pollution Control Ordinance which established certain requirements for managing nonpoint source pollution in the Lake Travis watershed in Travis County; and

WHEREAS, on the 25th day of July, 2005, the Travis County Commissioner’s Court adopted Interim Subdivision Rules for the areas outside of municipalities’ extra territorial jurisdictions (“ETJ”) which established certain requirements for managing nonpoint-source pollution; and

WHEREAS, on the 16th day of November, 2005, the Board of Directors of LCRA adopted the HLWO which replaced the Lake Travis Nonpoint Source Pollution Control Ordinance, effective on February 1, 2006, and amended on March 1, 2007, which established certain requirements for managing stormwater runoff and pollution in the Highland Lakes region, including the Lake Travis watershed in Travis County; and

WHEREAS, effective May 4, 2009, the County’s coverage under the TCEQ-issued Small Municipal Separate Storm Sewer System (“MS4”) permit and Storm Water Management Program (“SWMP”) was approved (authorization number TXR040327), thus establishing the County’s role as a regulatory authority for the protection of water quality in unincorporated Travis County; and

WHEREAS, on the 16th day of March, 2010, the Travis County Commissioner’s Court adopted amendments to the Interim Subdivision Rules and a new Lake Travis Watershed Water Quality Protection rule (Section 82.211), which resulted in consistency between the HLWO and Travis County Code for managing stormwater runoff and pollution in the Lake Travis watershed; and

WHEREAS, the HLWO requires a landowner or land user to obtain a permit from LCRA before commencing development; and

WHEREAS, Travis County requires a landowner or land user to obtain a permit from the County before commencing development; and

WHEREAS, the Parties wish to coordinate closely in administering their permitting, inspection, and enforcement programs, and in devising policies and programs to protect water quality that are efficient, effective, enforceable, and eliminates duplication; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

NOW THEREFORE, the Parties agree to integrate their respective storm water and water quality management programs in the areas of overlapping jurisdiction in accordance with the provisions of this Agreement.

I. JURISDICTIONAL AGREEMENT

The Parties agree that: (1) the HLWO and its subsequent amendments shall continue to apply within the Lake Travis Watershed of Travis County (see Exhibit A); and (2) the Travis County Code, Chapters 64 and 82 shall continue to apply within the Lake Travis Watershed of Travis County. The Parties acknowledge that the provisions of the Travis County Lake Travis Watershed Protection rule (Section 82.211) provide water quality protection that is at least as stringent as the HLWO. This Agreement applies only to development projects in the Lake Travis Watershed.

II. COUNTY RESPONSIBILITIES

1. When an applicant submits a development permit application, a preliminary subdivision plan, or a final subdivision plat to Travis County that relates to property that is located within the Lake Travis Watershed, the County will:
 - a. Notify the applicant of the existence and requirements of the HLWO;
 - b. Obtain from the applicant a signed acknowledgement of such notification;
 - c. Provide a copy of the signed acknowledgement to the LCRA Watershed Management Office within five (5) business days from the date of receipt;
 - d. Make all information relating to the subject permit application, preliminary subdivision plan, and final subdivision plat available for review at the County's offices by LCRA staff;
 - e. Notify the owner or user of property that a pre-development planning meeting is required by LCRA for a single-family subdivision development greater than 20 acres in area or a commercial development greater than three (3) acres; and
 - f. Provide the HLWO Handbook, application forms, and checklists to applicants seeking a permit from Travis County for a project.
2. The County will collect fiscal surety for subdivisions in a sufficient amount for the construction of temporary erosion and sediment controls and site stabilization. Fiscal Surety

for Erosion and Sediment Control (“ESC”) shall be released upon County approval of final site stabilization.

3. The County will provide any plan review comments to the LCRA on HWLO permit applications within the technical review period established by the LCRA. County comments on the Storm Water Pollution Prevention Plan (“SWP3”) and ESC plan under review by LCRA shall be consistent with HLWO Technical Manual guidelines and intended to enhance the construction phase compliance and long-term infrastructure maintenance of the project.
4. The County will not issue a County development permit until the County has received documentation from LCRA indicating that the same proposed development has been issued a HLWO permit or is exempt from the HLWO.
5. The County will consider approving additional engineering staff beginning October 1, 2011 (FY 2011), to provide additional technical capability to Travis County for water quality-related technical review of development applications.
6. The County agrees to perform a lead role on inspection for compliance with the HLWO and County requirements relating to the construction phase of development projects. County field inspections will determine the adequacy of the SWP3 and ESC plans and the construction of permanent Best Management Practices (“BMPs”) on projects subject to the HLWO or County development permits. Adequacy of permanent Water Quality Management Facilities will be determined jointly by the County and LCRA as described in Section II. 8
7. The County will perform construction inspections to verify compliance by the owner or user of property, or their authorized agent, with construction plans approved by the Parties.
 - a. At a minimum, County construction inspections of development projects under construction will include:
 - 1) Pre-construction SWP3/ESC meetings;
 - 2) Routine SWP3/ESC monitoring as construction progresses;
 - 3) Inspections associated with SWP3/ESC plan revisions;
 - 4) Inspections verifying corrective actions specified in a notice of violation or similar enforcement action;
 - 5) Complaint responses;
 - 6) Review of permanent drainage system and BMP construction activities; and
 - 7) SWP3/ESC/Drainage System/BMP final inspection and approval and fiscal release.
 - b. Inspection will follow the guidelines found in the LCRA HLWO and Technical Manual, as well as applicable provisions of the Travis County Code and TCEQ Construction General Permit.
 - c. The County will contact LCRA to attend the pre-construction and final inspection meetings as well as interim inspections specified by LCRA.
 - d. Construction inspection reports will be shared by the Parties at an agreed upon frequency.

8. Prior to the release of fiscal surety for ESC and permanent BMPs and prior to acceptance of the project, the County will obtain a letter from the design engineer certifying that the project was constructed in accordance with the approved plans. The County will forward this information to LCRA within five (5) business days and will not release the fiscal security until LCRA has determined that the project has completed all requirements of any HLWO permit issued by LCRA.
9. The County will provide annual reports to LCRA, due on November 15th, identifying sites, number of inspections, and completed projects. The annual report will summarize the activities that occurred for the preceding period of August 13 – August 12, coinciding with the TCEQ stormwater permit requirements. The Parties will coordinate with each other on the development and implementation of a reporting format to ensure an efficient process that addresses each Party's project tracking system.
10. The County will initiate enforcement actions in accordance with the County Transportation and Natural Resources Department policy adopted by the Commissioners Court on June 26, 2001, or any modifications thereto. The County will notify LCRA of enforcement-related actions by providing copies of second and third notices of violation and notices of enforcement to LCRA whenever such notices are issued.
11. The County will lead the production of the MS4 map on behalf of both Parties using a GIS geo-database with Global Positioning System ("GPS") survey data of the drainage structures.
12. For each Travis County Capital Improvement Project implemented within the HLWO area, the County will:
 - a. Install water quality management facilities that meet the HLWO and Technical Manual requirements;
 - b. Install, after consultation with LCRA and at Travis County's own expense, but reimbursable from LCRA Park revenues as provided by park leases with LCRA, water quality management controls as required by the HLWO on all parkland that Travis County leases from LCRA;
 - c. Not be required to post letters of credit or any other form of fiscal surety for the installation of water quality management controls as required by the HLWO; and
 - d. Meet the public notice requirements of the HLWO. Travis County may incorporate the notice into other notices, including mailed notices, delivered to individual property owners along the project route. Posted notice shall be posted at least every 1000 feet along the project route.

III. LCRA RESPONSIBILITIES

1. LCRA will host a pre-development (concept) planning meeting with project applicants to review compliance with the HLWO for a single-family subdivision development greater than 20 acres in area or a commercial development greater than three (3) acres. LCRA will invite the County to participate in each pre-development planning meeting.

2. LCRA will receive HLWO permit applications, review the proposed plans, collect permit review fees, receive the publisher's affidavit and summary of notification to adjacent property owners, provide comments to the permit applicants, and assist applicants in complying with the HLWO requirements.
3. After LCRA determines a HLWO application is complete, it will commence a technical review and send a letter to the applicant indicating that the application has been accepted for review. The letter will direct the applicant to submit a permit application to the County and inform the applicant that the County may provide SWP3, ESC, or other plan comments; LCRA will send a copy of this letter to the County. LCRA will give consideration to County comments deemed necessary to further enhance construction phase compliance and long-term infrastructure maintenance.
4. Within 2 business days after approving a HLWO permit, LCRA will provide the County a copy of the issued HLWO permit and any further information pertinent to the permit not contained in the construction plan set, design report, and construction conditions provided to the County by the permit applicant.
5. LCRA will share project inspection reports with the County upon request and at an agreed upon frequency.
6. LCRA will attend the pre-construction and final construction inspection meetings as well as interim inspections as specified by the LCRA.
7. LCRA will serve in the role of a technical advisor to Travis County on water-quality related reviews of development applications. Through this process, Travis County will build further technical capacity and expertise relating to interpreting LCRA technical guidance and engineering evaluation of project proposals.
8. If all activities are in compliance with the HLWO permit issued by LCRA and the County development permit, and after receipt of correspondence from the design engineer certifying the project was constructed in accordance with approved plans, LCRA will issue a BMP Maintenance Permit in accordance with the HLWO requirements to the owner, maintenance association, or party responsible for the maintenance of the water quality management facilities.
9. LCRA will:
 - a. Perform annual maintenance inspections of each water quality facility within the Lake Travis watershed constructed pursuant to the HLWO or Lake Travis Nonpoint Source Pollution Control Ordinance;
 - b. Work with the facility owners to bring the BMPs into compliance;
 - c. Initiate enforcement actions pursuant to the HLWO, as necessary to ensure that permanent BMP maintenance is in compliance with the BMP maintenance permit;
 - d. Notify the County of any enforcement actions related to BMP maintenance requirements; and

- e. Provide an annual report to the County by October 15th, documenting the findings of the maintenance inspection program for work performed in the preceding period of August 13 – August 12, which coincides with TCEQ stormwater permit requirements.
10. LCRA will continue to review and inspect shoreline activities under the HLWO Dredge and Fill Standards and provide information to the County during quarterly meetings. LCRA will notify persons proposing dredge and fill activities of County development permit requirements.
11. As soon as is practical prior to inspection, the LCRA will inform the appropriate staff contact of the County as to when LCRA staff will undertake an inspection of a development construction project.
12. LCRA will immediately notify Travis County of any changes to the area of coverage of the “Highland Lakes Watershed Ordinance” as defined in Exhibit A.
13. LCRA will continue to enforce the HLWO within each city’s corporate boundaries within the HLWO area of Travis County for cities that have not entered into an interlocal agreement with LCRA and either (a) have not adopted and maintained in effect the HLWO or (b) have not adopted an Ordinance determined by LCRA to provide stormwater pollution management that is equal to or greater than that provided by the HLWO.
14. LCRA shall provide at least thirty (30) days advance written notice to the County of any amendments to the HLWO or Technical Manual.

IV. RESPONSIBILITIES OF BOTH PARTIES

1. The Parties will conduct quarterly meetings to coordinate and optimize construction inspection and permitting activities. The Parties agree to fully engage expeditiously to resolve any dispute or disagreement relating to a conflict on a requirement or provision proposed by either Party for a permit.
2. The Parties agree to periodically coordinate on the adequacy of water quality technical guidance, performance standards, and the respective code or ordinances of each Party. The Parties agree to work cooperatively on revisions with the goal of each Party to adopt consistent revisions. Each Party agrees to afford the other Party a meaningful opportunity to review and comment on any proposed revisions of technical guidance, code, or ordinances prior to the Party formally proposing revisions for public comment.
3. The Parties agree to cooperate on the following public education and outreach activities:
 - a. Training sessions undertaken for staff, developers, builders, contractors, and others regarding the requirements of the HLWO;
 - b. Share existing water quality, water conservation, SWP3, and ESC educational materials, with each party bearing its own costs;

- c. To the extent practical, the County agrees to consult with the LCRA and include LCRA information on storm water related program content for broadcast on Travis County Television (TCTV); and
 - d. Consult with one another to assist on storm water related program content for each Party's storm water program websites and to include hyperlinks to the other Party's website on each of their own program websites.
4. Based upon the nature of an issue and in consideration of the authority of each Party, staff of each Party will promptly refer citizen complaints and share inspection-related information.
 5. On a case-by-case basis, the Parties may agree to re-assign the lead inspection role for a particular development under construction to the LCRA.
 6. The Parties agree to coordinate and share data as much as feasible to ensure the development of an accurate, up-to-date, comprehensive MS4 map, with each party bearing its own costs. The Parties agree to work jointly towards processes and methods to electronically share data, reports, and similar information pertaining to this Agreement.
 7. Within 90 days after the effective date of this Agreement, the Parties agree to develop and implement an Illicit Discharge Detection and Elimination ("IDDE") Response Plan to be jointly implemented.
 - a. At a minimum, the Plan will identify roles, responsibilities, and procedures for LCRA, County, and other agencies for complaint response, investigation, coordination, and enforcement of illicit discharges, including illegal dumping, pollutant discharges, and hazardous materials spill response.
 - b. The Plan will include staff contacts, assigned roles and territories, coordination protocols, procedures for referral between the parties, updating contact lists, and convening periodic meetings.

V. TERM and TERMINATION

This term of this Agreement shall be for the remainder of the calendar year in which it is executed and shall be automatically renewed from year to year unless terminated by either party following 30 days advanced written notice.

VI. MISCELLANEOUS

1. Unless otherwise mutually agreed, each Party shall be responsible for funding 100% of its respective costs associated with implementation of this Agreement.
2. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, representations, agreements, and understanding, if any, between the Parties. This Agreement may be amended only by written instrument signed by both Parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS

OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODIES OF EITHER PARTY. This Agreement is not intended to affect the terms or conditions of existing park lease agreements between the Parties.

3. To the extent allowed by Texas law, the Parties agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
4. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.
5. Regardless of the actual drafter, this Agreement shall, in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.
6. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
7. This Agreement shall in no way create any rights in any nonparty to this Agreement, all such rights being expressly excepted and denied.
8. In the event that the performance by either Party of any of its obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, an act of the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
9. This agreement is duly authorized by the governing bodies of the Parties.
10. This Agreement takes effect upon the last date of due execution of the Agreement by the Parties.
11. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
12. Any notice to be given hereunder by either Party pursuant to either Provision III.12., Provision III.14., Provision V., or this provision to the other shall be in writing and may be effected by personal delivery or United States mail (return receipt requested), addressed to the proper Party, at the following address:

LCRA: Suzanne Zarling, Water Services (or her successor)
LCRA
P.O. Box 220
Austin, Texas 78767
Suzanne.Zarling@lcra.org

With Copy to: Erik Harris, Water Resource Protection (or his successor)
LCRA
P.O. Box 220
Austin, Texas 78767
Erik.Harris@lcra.org

County: Honorable Sam Biscoe (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767
Sam.Biscoe@co.travis.tx.us

With Copy to: David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
David.Escamilla@co.travis.tx.us

With Copy to: Jon White (or his successor)
Director, Natural Resources & Environmental Quality
Division
Travis County
P.O. Box 1748
Austin, Texas 78767
Jon.White@co.travis.tx.us

With Copy to: Anna Bowlin (or her successor)
Director, Development Services Division
Travis County
P.O. Box 1748
Austin, Texas 78767
Anna.Bowlin@co.travis.tx.us

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions in this paragraph.

13. Any other notice, reporting, or information exchange between the Parties not identified in Provision VI.12., can occur by United States mail, personal delivery, e-mail, or facsimile to the appropriate person identified by each Party.

14. Nothing in this Agreement is intended to confer any rights, expressed or implied, to any third parties, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

15. THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

LOWER COLORADO RIVER AUTHORITY

Date Approved:

By: *Suzanne Zarling*
Suzanne Zarling

4/20/2010



State of Texas §

§

County of Travis §

This instrument, was acknowledged before me on April 20th, 2010 by Suzanne Zarling, Executive Manager of the Lower Colorado River Authority, on behalf of the Lower Colorado River Authority.

Angelica Quiroz
Notary Public in and for
The State of Texas



Notary's Name (Printed): Angelica Quiroz
My commission expires: 5-9-12

TRAVIS COUNTY

Date Approved:

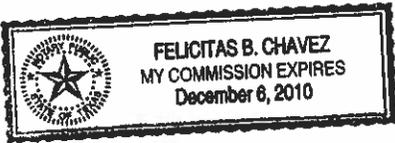
By: Samuel T. Biscoe

3-16-10

State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on March 16, 2010, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of Travis County.

Felicitas B. Chavez
Notary Public in and for
The State of Texas



Notary's Name (Printed): Felicitas B. Chavez
My commission expires: 12-6-10