

Exhibit A

INTERLOCAL AGREEMENT BETWEEN CITY OF FAIR OAKS RANCH AND THE SAN ANTONIO RIVER AUTHORITY FOR FLOODPLAIN MANAGEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between the San Antonio River Authority, a conservation and reclamation district and political subdivision of the State of Texas domiciled in Bexar City, Texas (“River Authority”) and the City of Fair Oaks Ranch, a home rule municipal corporation in the State of Texas (“City”), both of which may be referenced herein as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, the National Flood Insurance Program (NFIP), established by the National Flood Insurance Act of 1968, has several purposes, the most significant being to better indemnify individuals from losses through the availability of flood insurance; to reduce future flood damages through community floodplain management regulations; and to reduce costs for disaster assistance and flood control; and

WHEREAS, the NFIP is a program of the Federal Emergency Management Agency (FEMA), who invokes certain requirements of communities who participate in the NFIP as a condition of participation including designate a Floodplain Administrator to ensure proper enforcement of required floodplain management provisions; and

WHEREAS, the City is a participating community in the NFIP; and

WHEREAS, the River Authority, pursuant to its role as the LOMR Review Partner for FEMA, will review, and provide recommendations to FEMA on all Conditional Letter of Map Revisions (“CLOMR”), Letter of Map Revision (“LOMR”), and Physical Map Revisions (“PMR”) submissions and thus has technical expertise to support the City in its review of requests for CLOMRs, LOMRs, and PMRs; and

WHEREAS, City and River Authority are authorized by the Interlocal Cooperation Act, Government Code Chapter 791, to enter into agreements to increase the efficiency and effectiveness of Texas government to the greatest extent possible; and

WHEREAS, it is to the mutual benefit of the River Authority and the City to enter into an agreement to collaboratively meet the requirements of the NFIP; and

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein, do hereby agree as follows:

ARTICLE I PURPOSE

This agreement (the “Agreement”) outlines the roles and responsibilities of the Parties regarding future mutual cooperation of governmental functions and sharing of information to complete the services in a manner that will increase the efficient use and the effectiveness of the resources of both Parties.

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ARTICLE II INDIVIDUAL PARTY RESPONSIBILITIES

A. River Authority will:

1. Provide *San Antonio River Basin Regional Modeling Standards for Hydrology and Hydraulic Modeling (Modeling Standards)* to be used for all requests for CLOMRs, LOMRs, and PMRs in City.
2. Maintain current and effective hydrologic and hydraulic models, along with supporting data, for the watersheds and studied streams in City. This includes updating the effective model set to include changes necessitated by FEMA issued LOMRs and PMRs as well as any other applicable laws, rules and regulations as updated from time to time.
3. Provide and maintain a website where the public can request copies of computer models and supporting data and provide these computer models and supporting data to the requestor in a timely fashion.
4. Maintain a GIS based dataset of ongoing Letter of map Change (“LOMC”) activity, and further coordination by informing affected parties of potential conflict due to concurrent activity.
5. Provide timely review and comment on all requests submitted to FEMA for CLOMRs, LOMRs, and PMRs – specifically to ensure that the request is in conformance with the *Modeling Standards*.
6. At the request of the City, provide timely technical review and consideration of requests for CLOMRs, LOMRs, and PMRs on behalf of the City.
7. Provide the City with an opportunity to review any studies performed by the River Authority within the City, and ensure all studies are in accordance with FEMA and City standards. Studies performed by the River Authority do not automatically have City endorsement until approved by City in writing.
8. Provide the City with any necessary revisions to CLOMRs, LOMRs, and PMRs conducted by the River Authority after these studies are endorsed by the City.
9. Designate a point of contact for the services hereunder, who is the LOMC administrator.

B. City will:

1. Review and approve all request for Conditional Letter of Map Revisions (“CLOMR”) and Letter of Map Revision (“LOMR”), request for Physical Map Revisions (“PMR”), Letter of Map Amendments (“LOMA”) and other map requests and forward these to county and/or FEMA all in accordance with the provisions of the NFIP.
2. Require all requests for CLOMR, LOMR, and PMR within the City adhere to the *Modeling Standards*.
3. Provide a copy of all requests for CLOMR, LOMR, and PMR within the City to the River Authority on a timely basis for review and comment prior to submitting to FEMA.
4. Provide the River Authority with copies of all revisions to the requests for CLOMRs, LOMRs, and PMRs necessitated as part of the FEMA review, along with a copy of all correspondence between FEMA and the City related to the request in a timely manner.
5. Designate a point of contact for the services hereunder, who is their designated flood plain administrator. Provide an updated email address for notifications.

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ARTICLE III NO FUNDS EXCHANGED

There is no cost associated with the services herein and thus no funds are being exchanged by the parties pursuant to this Agreement.

ARTICLE IV FUNDING

It is expressly understood and agreed by the Parties, that the River Authority has not appropriated funds hereunder to fulfill any obligation created by the terms of this Agreement; that certain expenditures by the River Authority hereunder may be funded under one or more agreements between the River Authority and third parties; and that the River Authority may, but shall not be obligated to, from time to time budget and appropriate additional funds to fulfill any obligation created hereunder. If FEMA does not appropriate or expend funds or if the Board of Directors of the River Authority does not appropriate or expend funds necessary to perform any obligation hereunder, the sole remedy of the City shall be to terminate this Agreement in accordance with the terms herein.

ARTICLE V TERM

This Agreement becomes effective when fully executed by all Parties and will terminate as provided for herein. The Effective Date of this Agreement shall be the last date signed by all Parties. The Parties commit to reviewing how this Agreement is working on a regular basis.

ARTICLE VI TERMINATION

Notwithstanding anything to the contrary herein, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

ARTICLE VII MISCELLANEOUS

- A. Records. The River Authority and City will maintain records resulting from this Agreement in compliance with the State of Texas Records Retention Policy. If this Agreement is terminated, the Parties agree to deliver to each other a copy of said records at the request of the other Party and at the receiving Party's expense. However, FEMA is the official record holder for certain of these records in which case federal law will apply to their retention and production.
- B. Relationship. The River Authority is performing governmental services for the City in accordance with Chapter 791, Texas Government Code. Nothing in this Agreement creates a partnership, joint venture or employee-employer relationship between the Parties. Neither Party is allowed to hold themselves out as an agent for the other Party in any way. There are no third-party beneficiaries to this Agreement.
- C. Notice. All notices and communications concerning CLOMR, LOMR and PMR shall be emailed to River Authority's designated LOMR Review Program Manager.

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All notices and communications concerning the terms and conditions of the Agreement shall be mailed by certified mail, return receipt requested, or delivered to the River Authority at the follow address:

San Antonio River Authority
Attn: Contracting
100 E. Guenther
San Antonio, Texas 78204

With a copy to: contracts@sariverauthority.org.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the City at the following address:

City Public Works Department
Attention: Floodplain Administrator
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

- D. Force Majeure. Neither the River Authority nor the City shall be deemed to be in default in performance of the obligations required herein if such performance is delayed, disrupted or becomes impossible because of any act of God, war, earthquake, fire, strike, accident 'civil commotion, epidemic, act of government, regulatory change, pandemic, action by governing agency or office, or any other cause beyond the control of either Party ("Force Majeure"). Each Party agrees to mitigate losses as required by statute and common law.
- E. Applicable Law. This Agreement will be governed by the laws of the state of Texas.
- F. No Assignment. Neither Party may assign its interest in this Agreement without the prior written approval of the other Party.
- G. Severability. If any provision herein is to be invalid, unenforceable, or illegal in any respect, this invalidity, unenforceability, or illegality shall not operate to terminate the entire Agreement, and the other provisions shall remain effective, and the court shall declare the remaining provisions intact.
- H. No Waiver. No waiver(s) of any breach or default(s) by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- I. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument will be of no force or effect, except a subsequent modification in writing signed by the Parties.

Exhibit A

This Agreement has been executed by authorized representatives of the Parties to be effective as of the last signature below.

SAN ANTONIO RIVER AUTHORITY

CITY OF FAIR OAKS RANCH

BY: _____
Derek E. Boese, JD, PMP
General Manager

BY: _____
Scott M. Huizenga
City Manager

DATE: _____

DATE: _____

Approved as to Form:

Approved as to Form:

BY: _____
Luis A. Garcia
General Counsel

BY: _____
Daniel Santee
City Attorney