

INTERLOCAL AGREEMENT AMONG THE TRINITY RIVER AUTHORITY OF TEXAS, CITY OF CEDAR HILL, TEXAS, CITY OF DALLAS, TEXAS, CITY OF DUNCANVILLE, TEXAS, CITY OF GRAND PRAIRIE, TEXAS, CITY OF MANSFIELD, TEXAS, AND CITY OF MIDLOTHIAN, TEXAS REGARDING THE JOE POOL LAKE WATERSHED PROTECTION PLAN

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into by and among the TRINITY RIVER AUTHORITY OF TEXAS, a conservation and reclamation district created by and functioning under special and general law, with its principal office at 5300 South Collins, Arlington, Tarrant County, Texas, 76018 (AUTHORITY), the CITY OF CEDAR HILL, TEXAS (CEDAR HILL), the CITY OF DALLAS, TEXAS (DALLAS), the CITY OF DUNCANVILLE, TEXAS (DUNCANVILLE), the CITY OF GRAND PRAIRIE, TEXAS (GRAND PRAIRIE), the CITY OF MANSFIELD, TEXAS (MANSFIELD), and the CITY OF MIDLOTHIAN, TEXAS (MIDLOTHIAN), each of the foregoing cities being Home Rule municipal corporations, acting under the laws of the State of Texas and their respective home rule charters. The foregoing cities being known herein as the CITIES, and all parties hereto being jointly known as the FINANCING PARTIES.

WITNESSETH:

WHEREAS, this AGREEMENT is made under the authority granted by and pursuant to Texas Government Code Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, in 2006, Walnut Creek, Segment 0838C as identified by the Texas Commission on Environmental Quality (TCEQ), was first listed on the Texas Water Quality Inventory and 303(d) List for a recreational use impairment due to elevated bacteria; and

WHEREAS, in 2006, Joe Pool Lake, Segment 0838 as identified by the TCEQ, was first listed on the Texas Water Quality Inventory and Water Bodies with Concerns for Use Attainment and Screening Levels List for a general use concern due to elevated nitrate; and

WHEREAS, the AUTHORITY is the local sponsor for Joe Pool Lake and holds water rights within the reservoir; and

WHEREAS, there exists the opportunity to develop Joe Pool Lake for expanded current and future use as a water supply reservoir and recreational amenity; and

WHEREAS, the FINANCING PARTIES wish to take a long-term, holistic approach to protecting and improving the water quality of Joe Pool Lake and its watershed as the area is developed; and

WHEREAS, a watershed protection plan is designed to provide stakeholders with the capability of addressing regional-scale, multi-jurisdictional water quality concerns through the

stakeholder engagement process via the recommendation and implementation of watershed-specific, stakeholder-directed watershed protection measures; and

WHEREAS, the FINANCING PARTIES agree that a Joe Pool Lake watershed protection plan (JPLWPP) will be an effective method of developing and implementing the recommended watershed protection measures; and

WHEREAS, the AUTHORITY is currently developing a watershed protection plan for the Village Creek-Lake Arlington watershed, which is adjacent to the Joe Pool Lake watershed, presenting unique co-programming opportunities due to geographic proximity, economies of scale, and the AUTHORITY's existing expertise with both the geographic area and the watershed protection planning process; and

WHEREAS, the AUTHORITY has approached the TCEQ regarding Clean Water Act Section 319(h) grant funding to develop the JPLWPP; and

WHEREAS, the TCEQ recognizes the value of the JPLWPP; and

WHEREAS, the FINANCING PARTIES wish to develop, as part of the JPLWPP, a pollutant load model for the watershed that can be used to guide management decisions for Joe Pool Lake and its watershed.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the FINANCING PARTIES agree as follows:

ARTICLE I

TERMS OF AGREEMENT

The AUTHORITY agrees to perform the tasks specified below and detailed in Attachment A in connection with the PROJECT, as follows:

- A. The AUTHORITY agrees to develop and submit to the TCEQ, at its sole expense, a grant application for Clean Water Act Section 319(h) funds to provide partial funding for the JPLWPP.
- B. Receipt of grant funding from the TCEQ will require the AUTHORITY to negotiate a contract with the TCEQ. This contract (GRANT) will specify the requirements of the JPLWPP and govern the disbursement of funds to the AUTHORITY.
- C. With assistance from the FINANCING PARTIES, the AUTHORITY will create and convene an inclusive group of watershed stakeholders, of which the FINANCING PARTIES will be members.
- D. Upon receipt of grant funding from the TCEQ, the AUTHORITY will conduct baseline water quality monitoring, source identification surveys, and pollutant load modeling to provide the foundation on which the watershed stakeholders will base their management decisions, in furtherance of the JPLWPP.

- E. The AUTHORITY will deliver a final report to TCEQ.
- F. The AUTHORITY will be responsible for development, management, and revision of the budget, and will administer the GRANT, providing detailed accounting of expenses as required by same.
- G. The CITIES will participate in the stakeholder process by providing feedback during the watershed protection planning process.
- H. Invoices will be provided to the CITIES at the beginning of each year on an annual basis over a three-year period. Total cost to all of the FINANCING PARTIES shall not exceed forty percent of the total project cost. Invoices will be rendered to the CITIES on or after December 1, 2018, 2019 and 2020, payable by the 30th day following the date of the invoice. Total cost to each of the CITIES to develop the JPLWPP will be split equally between each of the CITIES and shall not exceed \$60,000 (\$20,000 per year for three years) per city, absent the mutual agreement of all FINANCING PARTIES.
- I. Funds received by the AUTHORITY from the CITIES will be held in escrow and will be used to partially fund the PROJECT.
- J. The AUTHORITY will incur all expenses associated with PROJECT and will be reimbursed from funding provided by FINANCING PARTIES (40%) and from the TCEQ under the terms of the GRANT (60%).

ARTICLE II

AGREEMENT INTERPRETATION

The PARTIES covenant and agree that any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted according to the laws of the State of Texas.

ARTICLE III

CAPTION

The captions to the various clauses of this AGREEMENT are for informational purposes only and in no way alter the substance of the terms and conditions of this AGREEMENT.

ARTICLE IV

IMMUNITY

It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

ARTICLE V

SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE VI

TERM

This AGREEMENT shall be in full force and effect for a period of three years from the start date of the project or until the AUTHORITY is released from its obligations under the GRANT.

ARTICLE VII

AMENDMENT

No amendment, modification or alteration of the terms of this AGREEMENT shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the FINANCING PARTIES after official action by each of the respective governing bodies of the FINANCING PARTIES.

ARTICLE VIII

NOTICES

All notices and communications under this AGREEMENT to be delivered to any FINANCING PARTIES as required or appropriate shall be sent to the specified addresses of the FINANCING PARTIES as follows:

To TRINITY RIVER AUTHORITY. Notices to the AUTHORITY shall be addressed to:

Trinity River Authority of Texas
P.O. Box 60
Arlington, Texas 76004-0240

Attention: Mr. Webster Mangham
Senior Manager, Environmental Services

To CITY OF CEDAR HILL. Notices to CEDAR HILL shall be addressed to:

Entity
Address
City, Texas 7XXXX-XXXX

Attention: POC Name
POC Title

To CITY OF DALLAS. Notices to DALLAS shall be addressed to:

Entity
Address
City, Texas 7XXXX-XXXX

Attention: POC Name
POC Title

To CITY OF DUNCANVILLE. Notices to DUNCANVILLE shall be addressed to:

Entity
Address
City, Texas 7XXXX-XXXX

Attention: POC Name
POC Title

To CITY OF GRAND PRAIRIE. Notices to GRAND PRAIRIE shall be addressed to:

Entity
Address
City, Texas 7XXXX-XXXX

Attention: POC Name
POC Title

To CITY OF MANSFIELD. Notices to MANSFIELD shall be addressed to:

Entity
Address
City, Texas 7XXXX-XXXX

Attention: POC Name
POC Title

To CITY OF MIDLOTHIAN. Notices to MIDLOTHIAN shall be addressed to:

Entity
Address
City, Texas 7XXXX-XXXX

Attention: POC Name
POC Title

ARTICLE IX

RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the FINANCING PARTIES, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship among the FINANCING PARTIES. It is understood and agreed that no provisions contained herein nor any acts of the FINANCING PARTIES hereto create a relationship among the FINANCING PARTIES other than that of independent contractor. In keeping with the provision of its Services as an independent contractor, each FINANCING PARTY shall be responsible for its respective acts or omissions. No FINANCING PARTY has the authority to bind the other FINANCING PARTIES or to hold out to third parties that it has the authority to bind the other FINANCING PARTIES separately or collectively.

ARTICLE IX

GOVERNING LAW

The validity of the AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE X

COMPLIANCE WITH LAWS AND ORDINANCES

The FINANCING 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 FINANCING PARTIES acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XI

ENTIRE AGREEMENT

This AGREEMENT contains all the terms, commitments and covenants of the PARTIES pursuant to this AGREEMENT. Any verbal or written commitment not contained in this AGREEMENT or expressly referred to in this AGREEMENT and incorporated by reference shall have no force or effect.

ARTICLE XII

PARTIES BOUND

This AGREEMENT shall be binding upon and inure only to the benefit of the FINANCING PARTIES hereto and their respective successors and assigns where permitted by this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES acting under authority of their respective governing bodies have caused this AGREEMENT to be duly executed in several counterparts,

each of which is deemed to be an original, as of the day and date first written above.

ARTICLE XIII

CURRENT REVENUES

The parties hereto shall make payments called for hereunder only from current revenues legally available to each party.

ARTICLE XIV

EFFECTIVE DATE

This AGREEMENT shall be effective upon the latest date of execution by the FINANCING PARTIES

[SIGNATURES APPEAR ON FOLLOWING PAGES]

TRINITY RIVER AUTHORITY OF TEXAS

By: _____
J. KEVIN WARD
General Manager

Date: _____

ATTEST:

By: _____
HOWARD S. SLOBODIN
Secretary, Board of Directors

(AUTHORITY'S SEAL)

APPROVED AND RECOMMENDED:

HOWARD S. SLOBODIN
General Counsel

CITY OF CEDAR HILL, TEXAS

By: _____
ROB FRANKE
Mayor

Date: _____

ATTEST:

By: _____
BELINDA BERG
City Secretary

(CITY'S SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DALLAS, TEXAS

By: _____
MIKE RAWLINGS
Mayor

Date: _____

ATTEST:

By: _____
ROSA A. RIOS
City Secretary

(CITY'S SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DUNCANVILLE, TEXAS

By: _____
DAVID L. GREEN
Mayor

Date: _____

ATTEST:

By: _____
MARY JONES
City Secretary

(CITY'S SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GRAND PRAIRIE, TEXAS

By: _____
RON JENSEN
Mayor

Date: _____

ATTEST:

By: _____
CATHY DIMAGGIO
City Secretary

(CITY'S SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF MANSFIELD, TEXAS

By: _____
DAVID COOK
Mayor

Date: _____

ATTEST:

By: _____
JEANNE HEARD
City Secretary

(CITY'S SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF MIDLOTHIAN, TEXAS

By: _____
BILL HOUSTON
Mayor

Date: _____

ATTEST:

By: _____
TAMMY VARNER
City Secretary

(CITY'S SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

ATTACHMENT A

SCOPE OF WORK

DEVELOPMENT OF A WATERSHED PROTECTION PLAN FOR JOE POOL LAKE WATERSHED

The Joe Pool Lake Watershed Protection Plan (JPLWPP) project is intended to address the growing water quality concerns associated with the rapid development expected within the Joe Pool Lake watershed in recent and coming years. This planning process will lead to the creation of a WPP document, which will provide best management practices (BMPs) recommendations to local stakeholder groups to address the mitigation of water quality concerns on a case-by-case basis throughout the watershed. These recommendations will be based on targeted water quality sampling, analysis, and modeling for a number of water quality constituents including those related to bacteria (*E. coli*), nutrients (nitrogen and phosphorus), algal growth, and sediments.

Objectives:

To develop a watershed protection plan which establishes an analytical framework for managing water quality and produces plans of action to address water quality issues. This includes development of a monitoring strategy that best supports the modeling effort, selection of appropriate and applicable methods for quantification of load reduction targets, and the strategic application of best management practices (BMPs) throughout the watershed to reach these load reduction targets.

- 1) Convene Stakeholder Group. Identify watershed stakeholders that have vested interest in the watershed. This group will be convened and brought into the WPP development process at the outset of this project. Constant communication will be maintained with this group and every effort will be made to ensure they remain vested and committed.
- 2) Compile and Analyze Existing Data. Compile, quality assure and analyze water quality data. Analyses to be performed include 1) spatial and temporal trends, including *E. coli* correlations to flow and meteorological conditions by station; and, 2) comparison of spatial and temporal trends to watershed characteristics (e.g. physical characteristics, land use and population, and other potential pollutant sources). Results of these analyses will be used to guide site selection for further monitoring needs.
- 3) Perform Source Identification and Baseline Monitoring. Source identification will involve selection of several additional sampling locations that are spatially representative of the overall conditions of the Joe Pool Lake watershed. Sites will be positioned to identify contributions from major tributaries and suspected areas of pollutant loading.
- 4) Identify Sources and Quantify Load Reductions. Develop load duration curves (LDCs) using the historical and collected data to determine the needed load reductions for the contaminants of concern. With input from the stakeholder group, develop models or load calculation tools for the Joe Pool Lake watershed and compare calculated results with quality-assured historical and project-collected water quality data. Work with stakeholder group to create a decision support system to: (1) identify, locate, and quantify sources of pollution at the sub-category level which contribute to water quality impairments, and (2) determine pollutant load reductions needed to meet water quality standards.

- 5) Develop a WPP. Develop a WPP to attain target reductions. The plan will include specific best management practices to reduce loadings, feasibility assessments of selected BMPs and approximate costs to implement them, an implementation schedule, a monitoring plan with milestones and key indicators of success (e.g. reduction of *E. coli* by certain percentages). Stakeholder acceptance of the plan, which is paramount to its success, will be assured through regular meetings and updates during which their input and participation will be encouraged.
- 6) Develop the Final Report. Produce a Final Report summarizing all project activities and conclusions reached during the project. Include discussion of project goals and to what extent these goals were achieved during the lifetime of the project. Emphasis will be placed on discussion of successes, failures, and lessons learned, to be applied to future activities.

